

**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, FEBRUARY 25, 2019 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting.

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
  - A. 2019 Bond for 2020 CIP Work
    1. Public Hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement
    2. Resolution No. 034 (2018/2019): A Resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and authorizing the use of a preliminary official statement in connection therewith
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Budget Workshop held on February 7, 2019
  - B. Approve Minutes of the Regular Meeting held on February 11, 2019
  - C. Approve Payment of Cash Disbursements, including Check Numbers 70892-70970 and Electronic Numbers 589594 (Inclusive) Totaling \$322,159.06 (See attached list)
  - D. Approve Financial Reports for Month of January, 2019
  - E. Approval of Garbage Licenses for 2019
    1. Waste Management
  - F. Approve 2019 Bridge Inspection Services Agreement from Shuck-Britson Inc
  - G. Approve Jurisdiction Agreement for Designated Iowa Byways Byway Management, Off-Premise Sign Management and Signage Installation and Maintenance with the Iowa Department of Transportation

6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A.

7. OLD BUSINESS

- A. Discussion and Appropriate Follow up on the naming of Hattery Park
- B. Resolution No. 035 (2018/2019): A Resolution to amend the 28E Agreement with the Nevada Community School District for the construction/operation of a Baseball Field at SCORE Park
- C. Approve Pay Request No. 7 for the NCSD Baseball Field Project from NCSD in the amount of \$9,611.15
- D. NEW/Renew Class "C" (LC) (Commercial) Liquor License and Sunday Sales Permit for Tabloo LLC (Jason Crimmins) d/b/a Lincoln Tap, 835 6<sup>th</sup> Street, Effective February 28, 2019 (Establishment had a previous 6 month license)

8. NEW BUSINESS

- A. Discussion and Appropriate Follow up on the naming of the park at the City Hall campus
- B. Resolution No. 036 (2018/2019): A Resolution expressing intent to provide Economic Development support to the Verbio North America Corporation redevelopment project
- C. Resolution No. 037 (2018/2019): A Resolution approving the Economic Development Financial Assistance Contract by Verbio North America Corporation; The City of Nevada; and the Iowa Economic Development Authority – Contract No. 19-HQJP-011
- D. Resolution No. 038 (2018/2019): A Resolution approving the U.S. EDA Grant for the WWT Plant trunk line and authorizing the City Administrator to execute the final copy
- E. Approve Purchase of two 2020 International Plow Trucks, with a trade in of two of the 2015 International Plow Trucks to be purchased in FY2020 for the Street Department.
- F. Discussion and Appropriate Follow up on Request for Reimbursement of Water Meter Repairs

9. REPORTS – City Administrator/Mayor/Council/Staff

10. ADJOURN

The agenda was posted on the official bulletin board on February 21, 2019, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

E-Mailed \_\_\_\_\_

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**Council Packet Memo  
February 25, 2019**

**4. PUBLIC HEARING**

**A. 2019 Bond for 2020 CIP Work**

- A. Public Hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement
- B. Resolution No. 034 (2018/2019): A Resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and authorizing the use of a preliminary official statement in connection therewith

Enclosed you shall find Resolution No. 034 (2018/2019) taking action on proposal to enter into a General Obligation Corporate Purpose Loan and authorizing the use of a preliminary official statement of purpose. The resolution was drafted by John Danos with Dorsey and Whitney, LLP for the purpose of paying future expenses for constructing streets, water system, sanitary system, sidewalk and storm water drainage improvements and installing street lighting, signage and signalization.

The purpose of this GO Bond is to allow the City of Nevada to complete the projects in the Capital Improvement Program for FY 19/20. Those projects include connecting 10<sup>th</sup> Street and 10<sup>th</sup> Street Place; paving of South D Ave; and the sewer project on 19<sup>th</sup> Street from Fawcett Parkway to the H Ave Lift Station near 15<sup>th</sup> Street. These projects have been identified for some time, and knowing what we have planned for the CBD it may be difficult to get them completed as soon as we would like.

Therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 034 taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and authorizing the use of a preliminary official statement.

**7. OLD BUSINESS**

**A. Discussion and Appropriate Follow up on the naming of Hattery Park**

At the request of Councilmember Nealson and Councilmember Mittman, this item has been placed on the February 25, 2019 agenda. Enclosed you shall find the original documentation that was included in the January 28, 2019 packet; documentation provided by Henry Corbin; and a couple sign proofs from First Class Signs that Tim had requested after the January 28, 2019 meeting.

**B. Resolution No. 035 (2018/2019): A Resolution to amend the 28E Agreement with the Nevada Community School District for the construction/operation of a Baseball Field at SCORE Park.**

Enclosed you shall find Resolution No. 035 (2018/2019) and the Amendment to the 28E Agreement with NCSD. The amendment clarifies each entity's respective roles with regard to construction of the Facility and Improvements. City Attorney Clanton has reviewed the document. Therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 035 (2018/2019) amending the 28E Agreement with the Nevada Community School District.

**C. Approve Pay Request No. 7 for the NCSD Baseball Field Project from NCSD in the amount of \$9,611.15**

Enclosed you shall find Pay Request No. 7 for the NCSD Baseball Field Project in the amount of \$9,611.15. The pay request has been reviewed by Dave Kroese and Tim Hansen who have verified the work completed. Therefore, it is the recommendation of City Administrator Mardesen to approve Pay Request No. 7 for the NCSD Baseball Field Project in the amount of \$9,611.15.

- D. NEW/Renew Class "C" (LC) (Commercial) Liquor License and Sunday Sales Permit for Tabloo LLC (Jason Crimmins) d/b/a Lincoln Tap, 835 6<sup>th</sup> Street, Effective February 28, 2019 (Establishment had a previous 6 month license)

Enclosed you shall find a New application for a Liquor License and Sunday Sales Permit for Lincoln Tap. They previously had a 6-month temporary license. Also enclosed is an inspection report from Director of Fire/EMS Reynolds who recommends denial of the liquor license. Therefore, it is the recommendation of City Administrator Mardesen to deny the liquor license until all violations have been resolved.

## 8. NEW BUSINESS

- A. Discussion and Appropriate Follow up on the naming of the park at the City Hall campus

Enclosed you shall find an Action Form providing historical background information and proposed naming of the park at the City Hall campus.

- B. Resolution No. 036 (2018/2019): A Resolution of Intent to consider a Rebate Agreement with Verbio.

Enclosed you shall find Resolution No. 036 (2018/2019) prepared by Amy Bjorg of Dorsey & Whitney, detailing the City of Nevada's intent to enter into an agreement with Verbio. The final document will be presented at a later date.

- C. Resolution No. 037 (2018/2019): A Resolution approving the Economic Development Financial Assistance Contract by Verbio North America Corporation; The City of Nevada; and the Iowa Economic Development Authority – Contract No. 19-HQJP-011

Enclosed you shall find Resolution 037 (2018/2019) and the IEDA Contract with Verbio. The City of Nevada is required to provide a local match for their program. The local match must be a minimum abatement of 5 year sliding scale of 75%, 60%, 45%, 30% and 15%. With the City's intent to provide a 5 year abatement at 50% each year, this would qualify for the local match requirement. Therefore, it is the recommendation of City Administrator Mardesen to approve the IEDA Contract with Verbio and authorize the City's execution of the Contract.

- D. Resolution No. jjj (2018/2019): A Resolution approving the EDA Grant for the WWT Plant and authorizing the City Administrator to execute the final copy

Due to the compressed timeline and Federal Government shutdown, Rick Hunsaker with Region XII is continuing to work on the EDA Grant Application. The final application will be sent out as soon as it is completed. The purpose of this resolution is to grant authority to City Administrator Mardesen to sign the EDA Grant application by March 6, 2019 as part of the Burke expansion project. The EDA Grant will be completed and ready for submission prior to the next scheduled Nevada Council Meeting on March 11, 2019.

- E. Approve Purchasing two 2020 International Plow Trucks to be ready in FY2020.

Enclosed you shall find an Action Form providing historical background information and proposed bids for the new Plow Trucks to be purchased in FY2020.

- F. Discussion and Appropriate Follow up on Request for Reimbursement of Water Meter Repairs

Enclosed you shall find an Action Form detailing the history and events regarding the Reimbursement Requests for Water Meter Repair costs. The water meters were installed by a contractor, not the City, and they were installed over two years ago. Therefore, it is the recommendation of the City Administrator to deny Reimbursement Requests for Water Meter Repair costs.

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO  
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY  
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,250,000

(GENERAL OBLIGATION)

The City Council of the City of Nevada, Iowa (the "City"), will meet on February 25, 2019, at the Nevada Council Chambers, Nevada, Iowa, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,250,000 for the purpose of paying the costs, to that extent, of constructing street, water system, sanitary sewer system, sidewalk and storm water drainage improvements and installing street lighting, signage and signalization.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Nevada, Iowa.

Kerin Wright  
City Clerk

RESOLUTION NO. 034 (2018/2019)

Resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Nevada (the "City"), in Story County, State of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the "Loan Agreement") and borrow money in a principal amount not to exceed \$2,250,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of constructing street, sanitary sewer system, water system, storm water drainage and sidewalk improvements and installing street lighting, signage and signalization, and has published notice of the proposed action and has held a hearing thereon on February 25, 2019; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2019 (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by D.A. Davidson & Co., Des Moines, Iowa (the "Underwriter"), as the underwriter of the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Nevada, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and to issue the Bonds at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Disclosure Counsel and the Underwriter to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 3. The use by the Underwriter of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Underwriter is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Clerk is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting on March 11, 2019.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 25, 2019.

\_\_\_\_\_  
Brett Barker, Mayor

Attest:

\_\_\_\_\_  
Kerin Wright, City Clerk

February 20, 2019

**Via Email**

Kerin Wright  
City Clerk/City Hall  
Nevada, Iowa

Re: General Obligation Corporate Purpose Loan Agreement  
Our File No. 420131-88

Dear Kerin:

We have prepared and attach the necessary proceedings covering the hearing on a Loan Agreement and providing for the adoption of a resolution taking additional action with respect to the General Obligation Corporate Purpose Bonds, Series 2019 (the "Bonds") at the February 25<sup>th</sup> City Council meeting. The proceedings also authorize the use of a preliminary official statement (the "P.O.S.") in connection with the sale of the Bonds.

The proceedings attached include the following items:

1. Minutes of the meeting covering the hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the Iowa Code. The resolution also provides for the authorization of the P.O.S. and approves its use by D.A. Davidson & Co.
2. Attestation Certificate with respect to the validity of the transcript.

On February 25<sup>th</sup> the City Council should meet as scheduled, hold a hearing on its intention to enter into the Loan Agreement and adopt the attached resolution. The minutes as drafted assume that no objections will be filed or made.

Prior to the adoption of the resolution, you and the City Council should review the proposed P.O.S., which we are preparing as disclosure counsel, carefully for accuracy and to ensure that there are no important facts being left out of the document that might bear on potential risks to bond holders.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Emily Hammond or me.

Best regards,

John Danos

**Attachments**

cc: Matt Mardesen  
Michael Maloney  
Dianna Van Vleet

MINUTES FOR HEARING AND  
ADDITIONAL ACTION ON ENTERING  
INTO A LOAN AGREEMENT AND TO  
AUTHORIZE PRELIMINARY OFFICIAL  
STATEMENT FOR SALE OF BONDS

420131-88

Nevada, Iowa

February 25, 2019

The City Council of the City of Nevada, Iowa, met on February 25, 2019, at 6:00 p.m., at the Nevada City Hall Council Chambers, Nevada, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,250,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member \_\_\_\_\_. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

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NEVADA CITY COUNCIL - THURSDAY, FEBRUARY 7, 2019 6:00 P.M.

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1. Call to Order

The City Council of the City of Nevada, Iowa, met for a work session in the Council Chambers of Nevada City Hall, 1209 6<sup>th</sup> Street, Nevada, Iowa. The meeting convened at 6:00 p.m. on Thursday, February 7, 2019, pursuant to the rules of the Council. The notice was posted on the official bulletin board in compliance with the open meeting law. Mayor Pro-Tem Barb Mittman presided over the workshop.

2. Roll Call

The following named Council Members were present: Jim Walker, Luke Spence, Brian Hanson, Dane Nealson and Jason Sampson. Barb Mittman was present via telephone. Absent: None.

Staff Present: Matt Mardesen, Kerin Wright, Tim Hansen and Shanna Speer.

3. The City Administrator presented the FY 2019/2020 Budget to the Council.

4. ADJOURNMENT

There being no further business to come before the meeting, the meeting adjourned at 8:00 p.m.

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Barb Mittman, Mayor Pro-Tem

ATTEST:

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Kerin Wright, City Clerk

Published: \_\_\_\_\_

Council Approved: \_\_\_\_\_

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NEVADA CITY COUNCIL - MONDAY, FEBRUARY 11, 2019 6:00 P.M.

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## 1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers located at City Hall, 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, February 11, 2019, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

## 2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Brian Hanson, Barb Mittman, Dane Nealson, Jason Sampson, Luke Spence, Jim Walker. Absent: None.

Staff Present: Matt Mardesen, Larry Stevens, Kerin Wright, Ric Martinez, Ray Reynolds, Shanna Speer, Jeremy Rydl, and Trey Rouse.

Also in attendance were: Marlys Barker, John Hall, Henry Corbin, Kris Corbin and Debbie Corbin.

## 3. APPROVAL OF AGENDA

Motion by Jim Walker, seconded by Dane Nealson, to approve the agenda. After due consideration and discussion the roll was called. Aye: Walker, Nealson, Sampson, Spence, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

## 4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

Motion by Jim Walker, seconded by Barb Mittman, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on January 28, 2019
- B. Approve Payment of Cash Disbursements, including Check Numbers 70806-70880 and Electronic Numbers 585-588 (Inclusive) Totaling \$195,990.43 (See attached list)
- C. Schedule Public Hearing on Fiscal Year 2020 Budget for March 11, 2019 at 6:00 p.m. and Authorize Publication of Notice on February 21, 2019
- D. Schedule Public Hearing on Fiscal Year 2020 Capital Improvements Program for March 11, 2019 at 6:00 p.m. and Authorize Publication of Notice on February 21, 2019

After due consideration and discussion the roll was called. Aye: Walker, Mittman, Nealson, Sampson, Spence, Hanson. Nay: None. The Mayor declared the motion carried.

## 5. PUBLIC FORUM

City Administrator Mardesen introduced Street Superintendent/Assistant Public Works Director Jeremy Rydl.

City Administrator Mardesen introduced Planning and Zoning Technician Intern Trey Rouse.

Henry Corbin spoke on the naming of North Park and asked the council to reconsider their previous decision. Corbin handed out information about Julia Walker to the council.

Kris Corbin presented several points to also putting Julia Walker's name on North Park. He also asked the council to reconsider their decision.

Council Members Mittman and Nealson requested the item be placed on the next City Council agenda for discussion.

## 6. NEW BUSINESS

- A. Resolution No. 033 (2018/2019): A Resolution setting date for public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,250,000

Motion by Jim Walker, seconded by Dane Nealson, to **adopt Resolution No. 033 (2018/2019)**. After due consideration and discussion the roll was called. Aye: Walker, Nealson, Sampson, Spence, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

## 7. REPORTS:

City Administrator Mardesen reported:

- January 28<sup>th</sup> met with John Danos to discuss the Burke Development Agreement.
- January 30<sup>th</sup> a phone conference was held with Region XII COG, John Hall and Drew Kamp to discuss the EDA Grant for the WWTF and Trunk Line Project. The grant needs submitted by the end of February.
- Conference call with HR Green and IaDNR for a WWT Facility initiation meeting. The goal is for the plan to be completed by the end of April 2019.
- The Central Business District Steering Committee will meet on February 12<sup>th</sup> to begin discussions on the downtown items.
- Mardesen informed council there have been numerous calls from residents about not receiving their February water/sewer bill. The post office has been contacted.
- He also noted he received a complaint about frozen meters and he is checking into it.

Mayor Barker reported the Community Betterment Committee met after last council meeting. They hope to bring some action to the council at a future meeting. A Main Street committee is trying to see if this is an option for Nevada. Mayor also thanked staff and volunteers for their help with Fill the Foyer distributions.

Council Member Nealson reported on the Community Coffee last Saturday. He will prepare a summary of the morning. Council Member Mittman advised her and Council Member Spence attended the Opioid Task Force meeting. The Opioid Task Force is planning a community wide event on March 27<sup>th</sup> at the Tope Auditorium. Spence also updated on the Story County Task Force meeting. They are planning events in the fall with school start up.

Library Director Speer noted they hope to go live with the new system on February 19<sup>th</sup>.

Director of Fire/EMS reported no one came to the Fire Station the night they were open for anyone needing a warm place

Public Safety Director Martinez asked everyone to please don't park in the street during a snow event.

City Clerk Wright advised data is being assembled for the upcoming bonds and also the Continuing Disclosure on the previous bonds.

City Engineer Stevens relayed that the minutes and recommendations of the upcoming Steering Committee will be circulated for review.

#### 8. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neilson, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:40 p.m. the meeting adjourned.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Published: \_\_\_\_\_

Council Approved: \_\_\_\_\_

**CITY OF NEVADA**  
**CLAIMS REPORT FOR FEBRUARY 25, 2019**  
**2/12/19 THRU 2/25/19**

VENDOR	REFERENCE	AMOUNT	CHECK #
IPERS	IPERS	31,910.21	589
TREASURER STATE OF IA	STATE TAXES	8,501.00	590
EFTPS	FED/FICA TAX	25,886.12	591
TASC	DEPENDENT CARE	1,605.03	592
AMER'N FAMILY	AFLAC	4,339.92	70892
ICMA	DEFERRED COMP	990.00	70893
UNITED WAY	UNITED WAY	90.00	70894
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	70895
GREAT WESTERN	HSA	347.50	70896
BEN FRANKLIN	LIB-WRIST COIL	3.49	70897
FAREWAY	LIB-SUPPLIES	26.06	70898
ALLIANT	ALL-UTILITIES	30,947.33	70899
QUILL CORP	LIB-SUPPLIES	363.02	70900
VERIZON	WTR/WWT-PHONE SERVICE	40.01	70901
BAKER & TAYLOR	LIB-MATERIALS	2,154.70	70902
IA COMM NETWORK	LIB-LONG DISTANCE	10.12	70903
IA LIBRARY ASSOC	LIB-MEMBERSHIPS	450.00	70904
C&K HEATING	LIB-FURNACE RPR	117.00	70905
AMAZON.COM	LIB-MATERIALS	119.53	70906
CENTER POINT	LIB-MATERIALS	228.30	70907
CENGAGE	LIB-MATERIALS	514.35	70908
THE BOOK FARM	LIB-MATERIALS	873.71	70909
AUTOMATIC DOOR GROUP	LIB-DOOR RPR	237.13	70910
HENDERSON, ANDREW	PD-MEAL REIMB	9.43	70911
ELKADER PUBLIC LIBRARY	LIB-DAMAGED BOOK	20.99	70912
TREASURER STATE OF IA	SALES TAX 2/1-15/2019	3,014.92	593
TREASURER STATE OF IA	WTR EXCISE TAX 2/1-15/2019	8,772.01	594
BIG 8 TYRE	P&Z-TIRE RPR	23.95	70913
CENTRAL IA DIST	CH-SUPPLIES	238.40	70914
ELECTRONIC ENG	PD-RADIO RPR/CASE	65.95	70915
HAWKINS	WTR-AZONE 15	3,010.50	70916
INDEPENDENT SALT	STS-SALT	7,585.97	70917
NEVADA VET CLINIC	PD-ANIMAL CONTROL	427.60	70918
VAN WALL	STS/PKM-SUPPLIES	646.46	70919
STATE HYGIENIC LAB	WTR-LAB ANALYSIS	2,535.00	70920
AMES LOCK & SECURITY	FD-DOOR LOCK RPR	179.90	70921
ARNOLD MOTOR SUPPLY	STS/FD/PKM/EMS/CEM-SUPPLIES	468.79	70922
GRAINGER	WWT-AIR REGULATOR	329.02	70923
HACH	WTR-CHEMICALS/RPR	1,063.06	70924
IA ASSN MUNICIPAL UTIL	WTR-19/20 DUES	912.00	70925
DOOR & FENCE STORE	CEM/PKM-DOOR RECEIVER RPR	212.00	70926
GATEHOUSE MEDIA	JAN 14, 2019 MIN/CLAIMS/WAGE REPORT	290.23	70927

STORY CO MEDICAL	LIB-EMP SCREEN GRAN /MORTON	416.00	70928
IA AUTOMATION	WWT-EXHAUST FAN RPR	419.39	70929
HAWKEYE TRUCK EQUIP	STS-SOLENOID VALVE	220.68	70930
DORSEY & WHITNEY	LEGAL-DUPONT TERMINATION	10,039.50	70931
MCFARLAND CLINIC	CEM/WWT-FRITZ/SEE DRUG TESTING	96.00	70932
STAPLES CREDIT	PKA-SUPPLIES	68.74	70933
ZIEGLER	STS-RPR	172.53	70934
IA SPORTS TURF MANAGERS	PKM-MEMBERSHIP MOUSEL	75.00	70935
AMERICAN LEGION	CH-FLAG	50.00	70936
O'HALLORAN	STS-SUPPLIES	1,870.35	70937
VESSCO	WTR-SUPPLIES	1,586.98	70938
IA LAW ENFORCEMENT ACAD	PD-#614 ILEA TRNG	6,690.00	70939
MID IOWA FASTENERS	STS-BOLT	31.25	70940
SCOTT'S SALES	P&Z-WASH CARD	80.00	70941
WINDSTREAM	PD/POOL-PHONE	108.88	70942
CONSUMERS ENERGY	ALL-UTILITIES	5,731.42	70943
INTERSTATE ALL BATTERY	FD-BATTERIES	150.00	70944
JOHN DEERE FIN	WTR/PKM/CEM/STS-SUPPLIES	602.42	70945
HR GREEN	ALL-ENGINEERING	29,063.48	70946
BRICK GENTRY	ALL-LEGAL FEES	8,235.00	70947
SIGLER	REC-BB SHIRTS	349.66	70948
JETCO	WTR-RPR	637.45	70949
UNITYPOINT	CEM/WTR/WWT- TESTING	126.00	70950
CENTRAL IOWA WATER	WTR-LWE RAW WATER 3/2019	452.06	70951
ELECTRICAL ENG	GH-GENERATOR SVC	494.00	70952
NUCARA	2019 WELLNESS	420.00	70953
REYNOLDS, RAY	EMS-REIMB	100.37	70954
DOTY CONSTRUCTION	CEM-NEW SHED W/HOUSE WRAP	14,200.00	70955
PITPROS	WWT-SLUDGE REMOVAL	24,144.93	70956
PRINCIPAL FINANCIAL	ALL-LIFE INSURANCE	573.38	70957
AMAZON	PD/FD/CH-SUPPLIES	383.82	70958
CIZMADIA, JOSH	PD-MEAL REIMB	28.76	70959
NEVADA AUTOMOTIVE	EMS/PD-RPR	1,071.03	70960
NEOPOST	ADM-POSTAGE RENTAL	135.00	70961
BRANDES,CHRISTOPHER	PD-MEAL REIMB	14.31	70962
KRUCK P & H CO.	CH-PUMP 1 FAILURE	269.16	70963
BORTON, TY	WTR-CERTIFICATION REIMB	120.00	70964
PARTSMASTER	STS-T HANDLE SETS/DRIVER BITS	401.85	70965
SPRAYER SPECIALTIES	PKM-60 GAL SPOT TANK	108.95	70966
BOUND TREE MEDICAL, LLC	EMS-RPR	20.04	70967
HENDERSON, ANDREW	PD-MEAL REIMB	38.65	70968
STORY CO RECORDER	LEGAL-VACATE S 17TH	73.00	70969
P&D WELDING SOLUTIONS	STS-SNOWBLOWER RPR	130.00	70970
	TOTAL ACCOUNTS PAYABLE	249,866.46	
	PAYROLL CHECKS	72,118.27	
	DEPOSIT REFUNDS ON 2/12/2019	174.33	

**** PAID TOTAL ****	322,159.06
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GENERAL	130,931.14
ROAD USE TAX	41,355.16
LOCAL OPTION SALES TAX	4,942.42
LIBRARY TRUST	1,497.14
RAILROAD CROSSING IMP	86.00
2019 SOUTH D AVE PAVING	6,996.93
CBD DOWNTOWN IMPR	11,643.75
2017 STS/WT/SE/STRM PROJ	194.00
LINC HWY-W 18TH ST INTSCT	1,343.30
WATER	44,451.38
WATER DEPOSITS	164.04
SEWER	56,341.82
SEWER CONSTRUCTION	-1.69
SEWER CAP IMP PROJECT	7,724.50
LANDFILL/GARBAGE	47.22
STORM WATER	241.95
REVOLVING FUND	14,200.00
	<hr/>
	322,159.06

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
01-000-1110	CASH-GENERAL FUND	118,320.28-	6,024,809.80
02-000-1110	CASH-HOTEL/MOTEL	29.27	18,432.74
10-000-1110	CASH-ROAD USE TAX	20,410.43	1,638,283.80
12-000-1110	CASH-EMPLOYEE BENEFITS	3,912.11	335,726.37
13-000-1110	CASH-RUT CAPITAL	407.44	256,541.48
19-000-1110	CASH-EMERGENCY FUND	397.04	30,671.37
21-000-1110	CASH-LOCAL OPTION TAX	57,345.03	183,762.72
25-000-1110	CASH-TIF	40,923.48	3,714,813.73
26-000-1110	CASH-LMI SUBFUND		9,039.74
29-000-1110	CASH-TIF CH/PS RESERVE		1,290,000.00
37-000-1111	RESERVE-WELLS	2.71	1,703.60
37-000-1113	RESERVE-ZWILLING	.17	107.08
37-000-1114	RESERVE-ALBERRY	1.55	974.74
38-000-1118	RESERVE-UNDESIGNATED	.53	331.09
38-000-1119	RESERVE-HARMS TRUST, GREEN SP	40.29	25,365.57
39-000-1110	CASH-LIBRARY TRUST	1,406.49	45,528.41
41-000-1110	CASH-FIRE TRUST	26.57	16,731.58
42-000-1110	CASH-SCORE UNDESIGNATED	9.10	5,732.01
43-000-1110	CASH-SCORE O&M	.40	253.44
44-000-1110	CASH-NORTH STORY BASEBALL	4,188.80	6,202.22
45-000-1110	CASH-SENIOR COMM CENTER	10.09	6,353.06
46-000-1110	CASH-GH PIANO	29.18	18,372.41
47-000-1110	CASH-POLICE FOREITURE	18.56	11,684.13
49-000-1122	RESERVE-GRNBLT MAP 2005	5.49	3,457.56
49-000-1124	RESERVE-ST CO TRAIL	.61	381.36
49-000-1125	RESERVE-IND RDG GREENBE	2.61	1,646.24
49-000-1127	RESERVE-UNRESTRICTED	1,575.38	48,494.02
49-000-1128	RESERVE-SCORE SCOREBOAR	7.00	4,408.00
49-000-1129	RESERVE-HATTERY	1.61	1,014.10
49-000-1130	RESERVE-LANDSCAPING	9.31	5,859.31
49-000-1131	RESERVE-FIELD MAINT	14.28	8,990.05
49-000-1132	RESERVE-LEW HANSEN SUB	2.15	1,354.85
49-000-1133	RESERVE-87 SOUTHWOOD	11.58	7,290.40
49-000-1134	RESERVE-MARDEAN PARK	1.37	865.28
49-000-1110	CASH-COLUMBARIAN MAINT	4.67	2,938.84
49-000-1110	CASH-TRAIL MAINTENANCE	50.49	31,789.26
49-000-1110	CASH-DANIELSON/OTHERTRU	63.84	40,199.36
49-000-1110	CASH-LIB BLDG TRUST	.30	187.53
49-000-1110	CASH-TREES FOREVER	6.95	4,373.61
49-000-1110	CASH-4TH OF JULY	.59	371.67
49-000-1110	CASH-COMM BAND	.97	610.37
49-000-1110	CASH-DEBT SERVICE	4,545.43	351,498.07
49-000-1110	CASH-CITY HALL/PUBLIC S	1.86	1,168.55
49-000-1110	CASH-LIBRARY BLDG	992.21	76,419.21
49-000-1110	CASH-RR CROSSING IMP		172.00-
49-000-1110	CASH-SIDEWALKIMPROVEMEN	1,241.85	32,650.01
49-000-1110	CASH-2019 SOUTH D AVE PAVING	562.00-	562.00-
49-000-1110	CASH-CBD DOWNTOWN IMPR	10,279.00-	118,872.09-
49-000-1110	CASH-TRAIL CIP PROJECTS	180.12	113,409.88
49-000-1110	CASH-2017STS,WTR,WWT,STM PROJ	580.07	365,234.76
49-000-1110	CASH-LINC HWY/W 18TH ST INTERS	1,740.80-	320,694.02-

CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 1/2019, FISCAL 7/2019

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
326-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.48
500-000-1110	CASH-PERPETUAL CARE	750.00	2,317.83
600-000-1110	CASH-WATER O&M	102,794.98	1,116,541.00
601-000-1110	CASH-WATER DEPOSITS	474.58-	71,768.00
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	963.39	606,589.15
605-000-1110	CASH-WATER 2012C BOND		563,967.00
607-000-1110	CASH-WTR CAPITAL REVOLV	480.65	302,638.61
610-000-1110	CASH-WASTEWATER O&M	60,823.18	1,461,004.49
615-000-1110	CASH-SEWER CONSTRUCTION	6,262.67	1,184,601.92
616-000-1110	CASH-WWT CIP	11,499.10-	11,499.10-
617-000-1110	CASH-WWT CAPITAL	400.72-	226,219.05
670-000-1110	CASH-GARBAGE UTILITY	5,327.91	19,798.87-
740-000-1110	CASH-STORM WATER UTILIT	14,790.22	581,719.86
310-000-1139	RESERVE-PARK & RECREATI	108.05	68,035.97
310-000-1140	RESERVE-LIBRARY	78.45	49,394.55
310-000-1141	RESERVE-CEMETERY	1,004.99-	74,033.52
310-000-1142	RESERVE-FINANCE	386.78	243,533.89
310-000-1143	RESERVE-FIRE	7,814.77-	368,432.48
310-000-1144	RESERVE-POLICE	3,627.17-	234,751.04
310-000-1146	RESERVE-PLANNING & ZONI	47.91	30,168.97
310-000-1147	RESERVE-GATES HALL	87.00	54,777.03
310-000-1148	RESERVE-TECHNOLOGY	6,490.93-	23,506.93
330-000-1110	CASH-SICK & VACATION	470.90	296,501.70
	CASH TOTAL	169,617.74	21,834,946.77
01-000-1120	PETTY CASH - LIBRARY		75.00
00-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
82-000-1168	COUNTY FOUNDATION INVES		83,200.00
	SAVINGS TOTAL	.00	83,200.00
59-000-1170	CD LIBRARY TRUST		11,700.00
32-000-1170	CD-DANIELSON TRST		200,000.00
30-000-1170	CD-PERPETUAL CARE		143,000.00
31-000-1170	CD-HATTERY TRUST		5,000.00
34-000-1170	CD- WATER 2012C RESERVE		581,202.50
36-000-1170	CD- WTR 2012C IMPROVMNT		150,000.00
35-000-1170	CD- SEWER CONSTRUCTION		500,000.00
	CD's TOTAL	.00	1,590,902.50
	TOTAL CASH	169,617.74	23,509,724.27

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,164,585.00	90,202.84	630,467.67	54.14	534,117.33
	POLICE-OFFICE TOTAL	108,619.00	7,424.30	49,079.21	45.18	59,539.79
	POLICE RESERVES TOTAL	3,010.00	.00	.00	.00	3,010.00
	EMERGENCY MANAGEMENT TOTAL	1,250.00	151.34	2,220.43	177.63	970.43
	FLOOD CONTROL TOTAL	27,590.00	473.57	11,080.29	40.16	16,509.71
	FIRE TOTAL	366,924.00	16,216.42	242,421.73	66.07	124,502.27
	AMBULANCE TOTAL	28,900.00	5,421.79	11,666.01	40.37	17,233.99
	BUILDING INSPECTIONS TOTAL	47,123.00	3,548.36	27,682.29	58.74	19,440.71
	ANIMAL CONTROL TOTAL	10,500.00	444.10	2,809.80	26.76	7,690.20
	ANIMAL CONTROL-OWNER TOTAL	1,800.00	143.75	1,211.85	67.33	588.15
	PUBLIC SAFETY TOTAL	1,760,301.00	124,026.47	978,639.28	55.59	781,661.72
	ROADS, BRIDGES, SIDEWALKS TOTA	553,472.00	36,460.59	303,902.63	54.91	249,569.37
	STREET LIGHTING TOTAL	143,000.00	20,376.27	78,526.03	54.91	64,473.97
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	14,000.00	.00	5,556.19	39.69	8,443.81
	SNOW REMOVAL TOTAL	71,750.00	1,928.37	2,416.32	3.37	69,333.68
	TREES & WEEDS TOTAL	50,000.00	7,685.00	13,981.83	27.96	36,018.17
	PUBLIC WORKS TOTAL	832,722.00	66,450.23	404,383.00	48.56	428,339.00
	WATER,AIR,MOSQUITO CONTRO TOTA	12,500.00	.00	8,080.26	64.64	4,419.74
	ACCESS TOTAL	1,058.00	.00	1,058.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	8,390.00	.00	8,390.00	100.00	.00
	AMES YOUTH & SHELTER TOTAL	2,670.00	.00	2,670.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	1,894.00	.00	1,894.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	27,000.00	.00	27,000.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	990.00	.00	990.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	1,050.00	.00	1,050.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,460.00	.00	1,460.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,671.00	.00	1,671.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,255.00	.00	2,255.00	100.00	.00
	STORY CO LEGAL AID TOTAL	6,780.00	.00	6,780.00	100.00	.00
	AMERICAN RED CROSS TOTAL	1,335.00	.00	1,335.00	100.00	.00
	SALVATION ARMY TOTAL	4,532.00	.00	4,532.00	100.00	.00
	TOTAL	2,950.00	.00	2,950.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,620.00	.00	3,620.00	100.00	.00
	HEALTH & SOCIAL SERVICES TOTA	80,155.00	.00	75,735.26	94.49	4,419.74
	LIBRARY TOTAL	429,945.00	32,408.43	230,788.29	53.68	199,156.71
	LIBRARY-DONATED TOTAL	32,500.00	.00	1,398.91	4.30	31,101.09
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	597.08	7,428.62	34.55	14,071.38
	MUSEUM/BAND/THEATRE TOTAL	1,532.00	.00	980.00	63.97	552.00
	PARKS TOTAL	99,017.00	6,098.45	63,589.56	64.22	35,427.44
	PARK MAINTENANCE TOTAL	359,622.00	17,192.24	247,418.19	68.80	112,203.81
	PARKS-AHTLETIC FIELDS TOTAL	40,000.00	.00	10,405.02	26.01	29,594.98

CITY OF NEVADA  
BUDGET REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 1/2019, FISCAL	7/2019	PCT OF FISCAL YTD		58.3%
		TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TRAIL SYSTEM-BIKE/WALK TOTAL	60,000.00	.00	48,322.94	80.54	11,677.06
	FOUR-PLEX COMPLEX TOTAL	47,992.00	144.63	14,927.96	31.11	33,064.04
	POOL TOTAL	240,061.00	4,423.39	171,551.11	71.46	68,509.89
	RECREATION TOTAL	612,850.00	4,274.52	449,137.47	73.29	163,712.53
	ADULT SOFTBALL TOTAL	.00	.00	311.68	.00	311.68-
	COMMUNITY HEALTH/WEELNESS TOTA	2,800.00	.00	.00	.00	2,800.00
	SENIOR ACTIVITY TOTAL	1,200.00	.00	820.96	68.41	379.04
	GET FIT NEVADA TOTAL	2,000.00	.00	.00	.00	2,000.00
	CEMETERY TOTAL	155,024.00	8,675.99	66,429.51	42.85	88,594.49
	COMMUNITY CTR/ZOO/MARINA TOTA	181,382.00	13,656.74	93,534.14	51.57	87,847.86
	SENIOR COMMUNITY CENTER TOTAL	7,316.00	842.55	4,274.92	58.43	3,041.08
	BASEBALL SOFTBALL TOTAL	36,075.00	.00	5,304.68	14.70	30,770.32
	YOUTH BASKETBALL TOTAL	9,509.00	2,298.35	5,137.24	54.03	4,371.76
	VOLLEYBALL TOTAL	2,015.00	.00	1,687.36	83.74	327.64
	FLAG FOOTBALL TOTAL	12,495.00	.00	5,651.38	45.23	6,843.62
	HALLOWEEN TOTAL	1,250.00	.00	.00	.00	1,250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,625.00	484.43	1,967.37	74.95	657.63
	CIRL TOTAL	2,000.00	.00	1,267.28	63.36	732.72
	SOFTBALL TOURNAMENT TOTAL	5,000.00	.00	150.00	3.00	4,850.00
	HISTORICAL SOCIETY TOTAL	3,040.00	.00	3,040.00	100.00	.00
	HISTORIC PRESERVATION TOTAL	3,000.00	.00	2,560.00	85.33	440.00
	OTHER CULTURE/RECREATION TOTA	13,773.00	.00	13,773.00	100.00	.00
	CULTURE & RECREATION TOTAL	2,385,523.00	91,096.80	1,451,857.59	60.86	933,665.41
	ECONOMIC DEVELOPMENT TOTAL	887,224.00	.00	69,417.28	7.82	817,806.72
	HOUSING & URBAN RENEWAL TOTAL	.00	.00	3,666.43	.00	3,666.43-
	PLANNING & ZONING TOTAL	93,794.00	4,568.56	35,692.07	38.05	58,101.93
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	8,000.00	.00	.00	.00	8,000.00
	LINCOLN HWY DAYS TOTAL	1,500.00	.00	1,500.00	100.00	.00
	RAGBRAI TOTAL	.00	.00	843.48	.00	843.48-
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	700.00	357.00	357.00	51.00	343.00
	COMMUNITY & ECONOMIC DEV TOTA	992,518.00	4,925.56	111,476.26	11.23	881,041.74
	MAYOR/COUNCIL/CITY MGR TOTAL	11,220.00	1,299.55	6,466.76	57.64	4,753.24
	COUNCIL TOTAL	10,537.00	.00	117.37	1.11	10,419.63
	CITY ADMINISTRATOR TOTAL	22,800.00	1,222.79	8,705.57	38.18	14,094.43
	CLERK/TREASURER/ADM TOTAL	294,718.00	12,220.81-	105,678.34	35.86	189,039.66
	LEGAL SERVICES/ATTORNEY TOTAL	82,800.00	7,635.00	57,213.50	69.10	25,586.50
	CITY HALL/GENERAL BLDGS TOTAL	108,129.00	10,953.89	62,080.83	57.41	46,048.17
	TORT LIABILITY TOTAL	40,900.00	2,000.00	39,753.26	97.20	1,146.74
	OTHER GENERAL GOVERNMENT TOTA	10,000.00	296.01	7,504.07	75.04	2,495.93
	GENERAL GOVERNMENT TOTAL	581,104.00	11,186.43	287,519.70	49.48	293,584.30

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CITYHALL/LIBRARY DEBT TOTAL	785,513.00	.00	35,256.25	4.49	750,256.75
	2016B, 6TH/8TH-LH/ARPT RD TOTA	2,096,600.00	.00	20,800.00	.99	2,075,800.00
	STS FLEET BOND TOTAL	163,700.00	.00	1,850.00	1.13	161,850.00
	2013 GO BOND TOTAL	675,900.00	.00	67,950.00	10.05	607,950.00
	DEBT SERVICE TOTAL	3,721,713.00	.00	125,856.25	3.38	3,595,856.75
	ROADS, BRIDGES, SIDEWALKS TOTA	2,781,000.00	12,581.80	392,092.30	14.10	2,388,907.70
	SIDEWALKS TOTAL	20,000.00	.00	31,140.00	155.70	11,140.00-
	RAILROAD CROSSINGS TOTAL	20,000.00	.00	172.00	.86	19,828.00
	SENIOR COMMUNITY CENTER TOTAL	500,000.00	.00	.00	.00	500,000.00
	CITY HALL/GENERAL BLDGS TOTAL	10,000.00	.00	4,350.00	43.50	5,650.00
	CAPITAL PROJECTS TOTAL	3,331,000.00	12,581.80	427,754.30	12.84	2,903,245.70
	WTR 2012C BOND TOTAL	576,015.00	.00	48,007.50	8.33	528,007.50
	WATER TOTAL	37,603.00	.00	18,342.48	48.78	19,260.52
	WATER-PLANT/PUMPS TOTAL	846,763.00	44,830.62	371,251.27	43.84	475,511.73
	WATER-LINES-INST & O&M TOTAL	58,391.00	4,315.24	35,438.97	60.69	22,952.03
	WATER ACCOUNTING TOTAL	303,690.00	23,852.47	172,688.61	56.86	131,001.39
	WASTEWATER PLANT TOTAL	607,864.00	30,807.59	310,085.46	51.01	297,778.54
	WASTSEWATER COLLECTION TOTAL	69,024.00	15,223.65	40,199.11	58.24	28,824.89
	WASTEWATER ACCOUNTING TOTAL	172,722.00	14,364.17	103,331.98	59.83	69,390.02
	LANDFILL/GARBAGE TOTAL	72,079.00	49.77	62,205.73	86.30	9,873.27
	STORM WATER TOTAL	49,000.00	75.27	5,599.78	11.43	43,400.22
	ENTERPRISE FUNDS TOTAL	2,793,151.00	133,518.78	1,167,150.89	41.79	1,626,000.11
	TRANSFERS IN/OUT TOTAL	6,343,549.00	.00	1,910,015.00	30.11	4,433,534.00
	TRANSFER OUT TOTAL	6,343,549.00	.00	1,910,015.00	30.11	4,433,534.00
	TOTAL EXPENSES	22,821,736.00	443,786.07	6,940,387.53	30.41	15,881,348.47

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 1/2019, FISCAL  
BUDGET  
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 1/2019, BUDGET ESTIMATE	FISCAL 7/2019 MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	58.3% UNCOLLECTED
	GENERAL TOTAL	3,351,345.00	80,807.13	5,790,819.97	172.79	2,439,474.97-
	HOTEL MOTEL TOTAL	9,060.00	29.27	8,481.30	93.61	578.70
	ROAD USE TAX TOTAL	997,531.00	74,170.95	554,729.71	55.61	442,801.29
	EMPLOYEE BENEFITS TOTAL	552,378.00	3,912.11	297,907.99	53.93	254,470.01
	RUT CAPITAL TOTAL	151,000.00	407.44	152,066.64	100.71	1,066.64-
	EMERGENCY FUND TOTAL	56,505.00	397.04	30,671.37	54.28	25,833.63
	LOCAL OPTION SALES TAX TOTAL	911,000.00	80,750.13	604,542.38	66.36	306,457.62
	TAX INCREMENT FINANCING TOTAL	3,315,316.00	40,923.48	1,845,579.40	55.67	1,469,736.60
	LMI-SUBFUND TOTAL	28,612.00	.00	.00	.00	28,612.00
	TIF CH/PS RESERVE TOTAL	430,000.00	.00	.00	.00	430,000.00
	RESTRICTED GIFTS TOTAL	30.00	4.43	30.25	100.83	.25-
	CEMETARY CIP/LAND TOTAL	100.00	40.82	278.92	278.92	178.92-
	LIBRARY TRUST TOTAL	6,800.00	2,003.57	12,964.31	190.65	6,164.31-
	FIRE TRUST TOTAL	300.00	26.57	181.61	60.54	118.39
	SCORE-UNDESIGNATED TOTAL	1,100.00	9.10	62.22	5.66	1,037.78
	SCORE O&M TOTAL	5.00	.40	2.74	54.80	2.26
	NORTH STORY BASEBALL TOTAL	20,000.00	4,188.80	6,467.20	32.34	13,532.80

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	UNCOLLECTED
	SENIOR CENTER TRUST TOTAL	70.00	10.09	68.96	98.51	1.04
	GATES HALL PIANO TOTAL	225.00	29.18	199.42	88.63	25.58
	ASSET FORFEITURE TOTAL	100.00	18.56	126.82	126.82	26.82-
	PARK OPEN SPACE TOTAL	21,555.00	1,631.39	18,606.94	86.32	2,948.06
	COLUMBARIAN MAINTENANCE TOTAL	170.00	4.67	151.41	89.06	18.59
	TRAIL MAINTENANCE TOTAL	40,200.00	50.49	40,366.74	100.41	166.74-
	DANIELSON TRUST TOTAL	500.00	63.84	6,140.94	1,228.19	5,640.94-
	LIB BLDG TRUST TOTAL	200.00	.30	2.04	1.02	197.96
	TREES FOREVER TOTAL	25.00	6.95	47.47	189.88	22.47-
	4TH OF JULY TRUST TOTAL	2,020.00	.59	4.02	.20	2,015.98
	COMMUNITY BAND TOTAL	1,000.00	.97	752.47	75.25	247.53
	DEBT SERVICE TOTAL	3,741,776.00	4,545.43	294,837.53	7.88	3,446,938.47
	CH CAMPUS PROJ TOTAL	100.00	1.86	20.93	20.93	79.07
	LIBRARY ADDITION TOTAL	101,758.00	992.21	76,419.21	75.10	25,338.79
	SC/REC CENTER TOTAL	4,500,000.00	.00	.00	.00	4,500,000.00
	SIDEWALK IMPROVEMENTS TOTAL	32,000.00	1,241.85	29,017.93	90.68	2,982.07
	TRAIL CIP RESERVE PROJTS TOTA	40,549.00	180.12	1,230.96	3.04	39,318.04

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 1/2019, FISCAL  
BUDGET  
ESTIMATE

7/2019  
MTD  
BALANCE

PCT OF FISCAL YTD  
YTD PERCENT  
BALANCE RECVD

Page 3  
OPER: KW  
58.3%  
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 1/2019, FISCAL BUDGET ESTIMATE	7/2019 MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	58.3% UNCOLLECTED
2017 STS/WT/SE/STRM PROJ TOTA		.00	580.07	4,221.12	.00 4,221.12-
LINC HWY-W 18TH ST INTSCT TOTA		1,200,000.00	.00	.00	.00 1,200,000.00
2017 BOND, REFUND 2013B TOTAL		.00	.01	.07	.00 .07-
PERPETUAL CARE TOTAL		4,000.00	750.00	2,430.00	60.75 1,570.00
WATER TOTAL		2,204,827.00	173,772.73	1,313,410.84	59.57 891,416.16
WATER DEPOSITS TOTAL		25,000.00	1,546.00	13,049.58	52.20 11,950.42
WATER PLANT UPGRADE RSRV TOTA		250,500.00	963.39	255,366.68	101.94 4,866.68-
WATER 2012C BOND TOTAL		576,015.00	.00	576,015.00	100.00 .00
WATER CAPITAL REVOLVING TOTAL		126,000.00	480.65	127,777.22	101.41 1,777.22-
SEWER TOTAL		1,272,228.00	108,959.49	771,618.88	60.65 500,609.12
SEWER CONSTRUCTION TOTAL		308,000.00	6,262.67	296,970.59	96.42 11,029.41
SEWER EQUIP REVOLVING TOTAL		45,600.00	359.28	47,305.11	103.74 1,705.11-
LANDFILL/GARBAGE TOTAL		68,650.00	5,377.68	38,361.16	55.88 30,288.84
STORM WATER TOTAL		172,700.00	14,865.49	106,643.35	61.75 66,056.65
REVOLVING FUND TOTAL		408,000.00	2,565.71	438,547.55	107.49 30,547.55-
OTHER INTERNAL SERV FUND TOTA		1,000.00	470.90	3,218.23	321.82 2,218.23-
TOTAL REVENUE BY FUND		24,975,850.00	613,403.81	13,767,715.18	55.12 11,208,134.82

Item # 5E  
Date: 2/15/19

**APPLICATION  
FOR  
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106  
OF THE CITY CODE OF NEVADA, IOWA.

NEW \_\_\_\_\_ RENEWAL ✓

I/We, Waste Management of Ames address 210 Freck Dr. Ames IA 50010  
do hereby, this 6 day of December, 2018 make application for a License/Renewal from the  
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick  
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2019 to December 31, 2019. I have attached the  
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of  
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of  
the number and type of collection and transportation equipment to be used; 3) a complete description of  
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the  
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of  
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)  
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 25.00 (\$25 per vehicle - list below) is attached to this application. I  
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its  
requirements and will conduct myself and my equipment accordingly.

Signed

By

[Signature]  
District Ops Manager

**Vehicles:**

1. 264619
2. 209090
3. 412439
4. \_\_\_\_\_
5. \_\_\_\_\_

**For Official Use Only**

Date Application received \_\_\_\_\_

Date Approved by Nevada City Council on \_\_\_\_\_

Attest:

City Clerk, \_\_\_\_\_

City Administrator \_\_\_\_\_

**CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

1. ☐ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.
2. ☒ A complete and accurate listing of the number and type of collection and transportation equipment to be used;  
Commercial / Residential / RollOff  
MSW collection
3. ☒ A complete description of the frequency, routes and method of collection and transportation to be used;  
Res: + com frontload  
RollOff  
Monday - Friday
4. ☒ A statement as to the precise location and method of disposal or processing facilities to be used;  
RRP  
Boone county  
Mid American
5. ☒ A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and
6. ☒ If a corporation, the names and addresses of the officers thereof.  
Jim Fish  
1021 main st  
Houston, TX 77002

- 1) Confirm Vendor Name/Address exists in PeopleSoft. If not, please submit the Create-Update Vendor eForm from WM Visor prior to submitting this payment request form. Vendor eForm must be vetted and approved through the link prior to ordering or submission of payment request.
- 2) Populate yellow fields below with the requested information.
- 3) E-mail form and supporting documents to: [picard@wm.com](mailto:picard@wm.com)

**Vendor Name and Remit Information**

CITY OF NEVADA  
1209 6TH ST  
NEVADA, IOWA 50201  
515-382-5466

Invoice No  
Invoice Date

--

### Invoice Header Details

**WWM Site name and Address**

WM OF AMES  
210 FREEL DR  
AMES, IOWA 50010

**WM Contact**  
**WM Email**

TAWNIA J MARTIN  
TMART126@WM.COM

Purchase Description

[illegible]

BU # 1594	OU #
GL Account # 571000	
Dept # 700	Product #
Manager Approval Signature	

Subtotal	\$ 75.00
Sales Tax	\$ -
Shipping	\$ -
Total Amount Due	\$ 75.00



February 18, 2019

Mrs. Kerin Wright  
City of Nevada  
1209 6<sup>th</sup> Street  
P.O. Box 530  
Nevada, Iowa 50201-0530

**RE: 2019 Bridge Inspection Services**

Dear Mrs. Wright:

As requested, we have prepared this proposal to perform the inspection of 6 bridges in the City of Nevada, 5 of which will be inspected by conventional visual methods and 1 of which will be inspected with the use of an Iowa DOT snooper truck. The scope of work covers inspection services required by the federal program to maintain funding eligibility for the City of Nevada. Field inspections on the structures are due to be completed in June 2019.

The DOT is requiring bridge load ratings to be updated to include Special Haul Vehicles (SHV). These are short wheelbase vehicles that are heavier than the typical Iowa rating trucks. The DOT has broken the SHV load rating updates into three phases. The first phase was completed during last inspection cycle, which included the 8<sup>th</sup> Street bridge. The second phase load ratings updates will be due in 2020 and the third phase load rating updates will be due in 2022.

We will complete the scope of work as outlined on Exhibit "A" and under the terms and conditions of the attached standard professional services agreement.

We will perform the bridge inspection services as shown below:

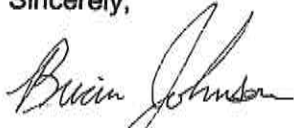
5 bridges at \$225 per bridge	\$1,190
6 <sup>th</sup> Street bridge	\$ 642
<i>Total Shuck-Britson Fee</i>	<i>\$1,832</i>
Iowa DOT snooper truck rental + operators	\$183/hr (\$915 estimated)
Flaggers and traffic control (Iowa Plaines Signing)	\$ 550 (estimated)
<i>Total Estimated Project Cost</i>	<i>\$3,297</i>

Mrs. Kerin Wright  
City of Nevada  
February 18, 2019  
Page 2 of 2

The Iowa DOT will provide the snooper truck and operators for the 6<sup>th</sup> Street bridge inspection, as has been done in past inspection cycles. The DOT requires the lease to be set up directly between the DOT and the City. Once we have approval to proceed with the project, we will contact the DOT to schedule the truck. The DOT will then contact the City to set up the lease agreement.

Should you have any questions or wish to discuss any aspect of the proposed services, please feel free to contact our office. If this proposal is acceptable, please return one signed copy for our file. We appreciate the opportunity to assist the City of Nevada.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Johnson". The signature is fluid and cursive, with the first name "Brian" and last name "Johnson" clearly distinguishable.

Brian Johnson, P.E.

## STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

---

NOW ON THIS 18th day of February, 2019, Shuck-Britson, Inc. (hereinafter, Professional), 400 East Court Avenue, Suite 140, Des Moines, IA 50309 and City of Nevada (hereinafter, Client), 1209 6<sup>th</sup> Street, Nevada, IA 50201, do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: 2019 Bridge Inspection Services.
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by the Professional for the Project shall become the property of the Client upon completion of all documents and final payment due the Professional. The Client acknowledges these documents are instruments of service and therefore shall indemnify and hold the Professional harmless from any liability resulting from unauthorized changes to these documents or the reuse of these documents for purposes other than the intended project.

### ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or

omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of \$10,000 for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

**Exhibit A    Scope of Services (2 pages)**

**City of Nevada (Client)**

**SHUCK-BRITSON, INC. (Professional)**

By: \_\_\_\_\_  
(Authorized agent)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Route executed copy to: \_\_\_\_\_

**2019 CITY OF NEVADA BRIDGE INSPECTION PROGRAM****SCOPE OF WORK**

Shuck-Britson Inc. proposes to perform this bridge inspection program as follows:

1. Physical inspection of six bridges as designated by City. Inspection to be performed by an engineer qualified under current FHWA and Iowa DOT requirements.

• 6 <sup>th</sup> Street over West Branch Indian Creek	FHWA #49000
• 8 <sup>th</sup> Street over West Branch Indian Creek	FHWA #8530
• E Avenue over West Branch Indian Creek	FHWA #8565
• Lincoln Highway over Union Pacific Railroad	FHWA #362440
• Lincoln Highway over West Branch Indian Creek	FHWA #49411
• W. 4 <sup>th</sup> Street over West Branch Indian Creek	FHWA #314531

The 6<sup>th</sup> Street bridge will require the use of an Iowa DOT snooper truck to perform the inspection. Shuck-Britson will schedule the truck with the Iowa DOT. The contract and payment for use of the truck will be coordinated between the Iowa DOT and the City of Nevada, per Iowa DOT requirements. Traffic control and flaggers will also be required. Shuck-Britson will schedule these services with an outside agency as has been done in the past.

2. Updating of the Iowa DOT SIIMS (Structure Inventory and Inspection Management System) system with a copy of the inspection report and SI&A form for the City. Bridges will have the following information updated in SIIMS:
  - Upload and label photos showing roadway and side views, and major problem areas (if any).
  - Update field data collection forms for deck, superstructure, substructure, culvert, and channel.
  - Update SI&A fields.
  - Complete load rating evaluation form.
  - Complete critical finding form, if required.
3. Updating of City files with all SI&A forms, photographs, and SIIMS generated field inspection reports.
4. Complete field inspections in June 2019. Iowa DOT SIIMS updates and load rating updates will be started within 30 days of the field inspection date and finalized within 90 days of the field inspection date per Iowa DOT I.M. 7.020. Inspection reports will be completed and delivered by September 2019.
5. Bridge inspection services will be completed for a fee of \$1,832 plus traffic control costs. Snooper truck rental cost will be handled between the City and the Iowa DOT.

**Assumptions:**

## EXHIBIT "A"

- Bridge inspection program will conform to the requirements of Iowa DOT Instructional Memorandum 7.020 and the AASHTO Manual for Bridge Evaluation, current editions.
- City will provide a list of repairs/maintenance/replacements since the last inspection and information on the type of work performed.
- Load rating updates will be for the controlling member. Material in files, prepared by others, will be relied upon as accurate, including field measurements.
- Element level inspection requirements are not included in this scope.
- Additional services, if requested, will be provided on a time and material basis.
- Services shall be performed in accordance with the standard of professional practice ordinarily exercised by similar professionals at the time and in the locality where the work is performed.

FEB 20 2019

February 14, 2019

The Honorable Brett Barker  
Mayor of Nevada  
PO Box 530  
Nevada, IA 50201-0530

RE: Resolution No. 0210 (2014/2015)



Dear Jefferson Highway Heritage Byway host jurisdiction,

The Iowa Byways Program is pleased to announce that the graphic design for the Jefferson Highway Heritage Byway™ designated in 2016 is complete and plans to fabricate and install signs along the new byway route are in place. When this signing is complete, all fourteen Iowa byways will share the distinctive Iowa Byways™ brand

At this time, the Iowa DOT is asking local jurisdictions of the "Jefferson" to sign the Jurisdiction Agreement for Designated Iowa Byways™; and to participate in communications and planning for sign installation as needed. Nearly all of this byway route travels along state highways which DOT will manage, however local jurisdictions may be consulted when the historic designated route is off the state route or other assistance is needed in cities.

**Jurisdiction Agreement**

During the application process, jurisdictions along the route signed documents supporting the route for official designation. This post-designation document confirms the responsibilities of the Iowa DOT and the local jurisdictions that host byways in the Iowa Byways program. **Please have two copies of the attached Jurisdiction Agreement signed by the appropriate jurisdiction authority and send both originals back to the Iowa Byways Program Manager by March 15, 2019.** The Iowa DOT will then execute both copies and send an original back to the jurisdiction.

**Communications and Preconstruction Information**

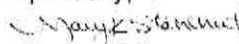
The following resources provide additional information for your consideration:

- The route may be viewed in an interactive map here: <https://iowadot.gov/iowasbyways/iowas-byways-home>
- An informational website including Iowa Byways Signage Policy and construction / sign placement maps may be found at the Iowa Byways Signage webpage: <http://www.iowadot.gov/iowasbyways/signage.html>.
- For other questions about the byway signing project, please contact your Iowa DOT District Maintenance Manager whom you normally do business with or Brad Fleming, Chief Deputy Maintenance Supervisor; phone: (515) 239-1628, or e-mail: [brad.fleming@iowadot.us](mailto:brad.fleming@iowadot.us).

Thank you for your prompt attention to executing and returning the agreement. We look forward to working with you as we install the beautiful new Jefferson Highway Heritage Byway signs in 2019.

If you have questions about the Iowa Byways™ program, please contact me directly.

Respectfully,



Mary K. Stahlhut  
Iowa Byways Program Manager

MKS:plr  
Enclosure



**Jurisdiction Agreement for Designated Iowa Byways™  
Byway Management, Off-Premise Sign Management and  
Signage Installation and Maintenance**

The Iowa Scenic Byways Program was established under Iowa Code Chapter 306D and provides for state and local development and Department designation of Iowa Byways. The Iowa Byways program was established to identify, protect and enhance roadways in Iowa which exemplify the state's scenic and historic resources. This effort is carried out through volunteer work and cooperation between interested citizens, organizations, local governments, and the Department.

The following provides the terms of agreement between the Iowa Department of Transportation (herein known as the Department) and the City of Nevada (herein known as the Jurisdiction) for the installation and maintenance of byway signage on the Jefferson Highway Heritage Byway. Signature by authorized parties establishes acceptance of these terms.

**Iowa Byways™ Designation**

1. Applications to designate Jefferson Highway Heritage Byway as an Iowa scenic byway were submitted with the official endorsement of the Jurisdiction; and the Department has designated the Jefferson Highway Heritage Byway on the route proposed.
2. Upon designation as a state scenic byway, local sponsors are responsible for funding tourism and promotional plans and activities and no federal or state funding is inherent these designations.
3. The Department will enforce certain restrictions of off-premise signs along portions of the byway which follow interstate or primary highways in accordance with Iowa Administrative Code Chapter 761 - 117.3(1); and the Jurisdiction will be responsible for signing ordinances and compliance for roadways under their jurisdiction.

**Iowa Byways™ Signage**

1. Signs, posts and hardware for marking the route for the above referenced Iowa Byway shall be furnished and installed by the Department for the life of the designated byway.
2. The installations shall comply with the Department's Traffic and Safety Manual Chapter 02G Iowa Byways Signage Policy.
3. Initial installation of signs shall be coordinated between the Iowa Byways Program, the local Department maintenance staff and the Jurisdiction. This may include a shared review of the signing plan if needed, coordination of materials, location and installation, particularly in cities.
4. The Department is responsible for installing and maintaining referenced signage for the life of the designated byway in accordance with the signage plan for the Jefferson Highway Heritage Byway.
5. Missing or damaged sign panels shall be ordered from the Department through the Iowa Byways Program at no cost on an as needed basis. Replacement signage and materials shall be delivered to the closest Department maintenance facility.
6. The local byway managing entity and/or the Department shall conduct periodic inventories to further assure proper placement and condition of the byway signage.
7. Intentionally damaging signage or unauthorized removal is considered a federal offense and is punishable by federal law. The Jurisdiction shall do everything in its power to apprehend and prosecute offenders who damage or remove signage from its installed location.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

For the Jurisdiction:

By \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:(for RECIPIENT)

PRIMARY PROJECT CONTACT

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, \_\_\_\_\_

E-mail \_\_\_\_\_

Phone \_\_\_\_\_

**For the Iowa Department of Transportation:  
Office of Systems Planning:**

By \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_  
Craig Markley, Director



## IOWA'S NATIONAL BYWAYS

- GREAT RIVER ROAD NATIONAL SCENIC BYWAY..... 5-8
- LOESS HILLS NATIONAL SCENIC BYWAY..... 9-12

## IOWA'S STATE BYWAYS

- COVERED BRIDGES SCENIC BYWAY..... 13-14
- DELAWARE CROSSING SCENIC BYWAY..... 15-16
- DRIFTLESS AREA SCENIC BYWAY..... 17-18
- GLACIAL TRAIL SCENIC BYWAY..... 19-20
- GRANT WOOD SCENIC BYWAY..... 21-22
- HISTORIC HILLS SCENIC BYWAY..... 23-24
- IOWA VALLEY SCENIC BYWAY..... 25-26
- JEFFERSON HIGHWAY HERITAGE BYWAY..... 27-28
- LINCOLN HIGHWAY HERITAGE BYWAY..... 29-32
- RIVER BLUFFS SCENIC BYWAY..... 33-34
- WESTERN SKIES SCENIC BYWAY..... 35-36
- WHITE POLE ROAD SCENIC BYWAY..... 37-38

Visit [www.iowabyways.org](http://www.iowabyways.org)



[www.iowabyways.org](http://www.iowabyways.org) provides the tools to research and plan a spectacular trip on Iowa's two national scenic byways and twelve state scenic or heritage byways.

Learn more about each byway's landscape, history and culture. Download a detailed byway map, or visit a byway online for more detailed information.

## Welcome to Iowa's byways

Browse through this guide and you'll find the distinct flavor of what is available along each byway. Discover recreational, historic, cultural and scenic attractions using the maps and lists provided in the guide. You'll find numbered attractions for each byway in or near the town listed. For a comprehensive list of byway features, visit [www.iowabyways.org](http://www.iowabyways.org). Friendly local contacts are provided to help you along the way. Iowa Transportation Maps clearly tracking all the Iowa byways with red dotted lines are available at Iowa's official welcome centers.

Traveling Iowa's byways you will experience small town America, while enjoying diverse landscapes and unique landforms that have been shaped over thousands of years. Iowa's cultural heritage also plays a major role across all 14 byways, boasting hundreds of historic sites, national landmarks and interpretive centers, each telling Iowa's stories from the first Native Americans through European immigrants to modern times.

Glaciers once covered much of Iowa, shaping the broad flat plains of the prairie. These massive sheets of ice missed the northeast corner of the state, leaving the land along the Driftless Area Byway rugged and hilly with rock outcroppings, springs and cold water trout streams. Rivers coursed their way through the land, carving deep furrows in some places and leaving gently rolling hills in others. In western Iowa, wind has shaped fine sand into the impressive Loess Hills, a rare land form found in only one other place on earth.

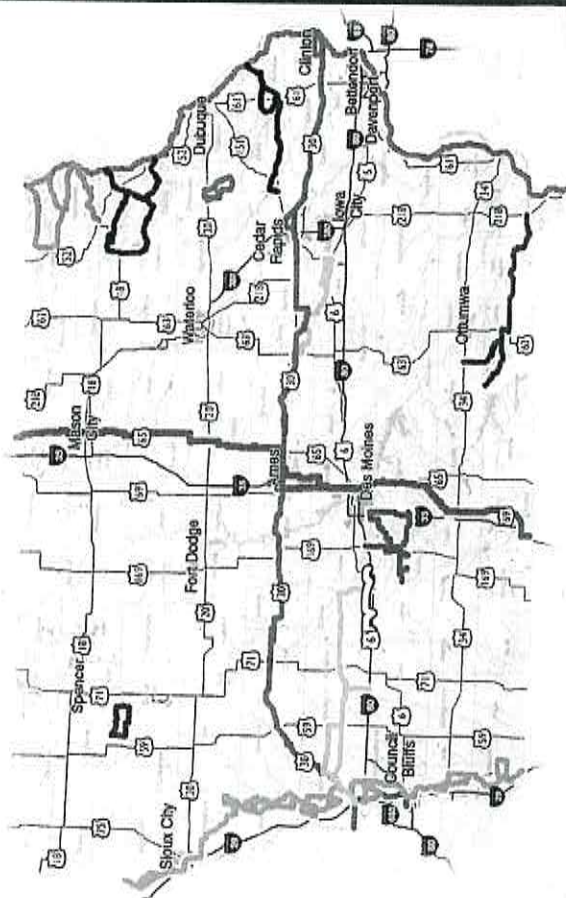
Iowa's two national scenic byways and twelve state byways offer unique varieties of scenic features, and

more for you to see and do. View three states from atop a Mississippi River bluff, stop at a modern art museum and then tour a working farm. Explore a historic mill, visit a national aquarium, take a boat ride in a cave, purchase locally crafted pottery and wares from local artisans or trace the footsteps of Lewis and Clark. Experience the actual wagon ruts of the Mormon Trail, ride your bike 13 stories high, canoe a water trail, star gaze under Iowa's darkest sky, and marvel at mounds built by prehistoric cultures.

Agriculture wraps Iowa's byways with an abundance of farmland vistas and fills Iowa lands with ever-changing crops and activities for you to "harvest." You'll see croplands on the vast flat plains and farmsteads sprinkled across rolling hills reminiscent of a Grant Wood painting. Along the way, you might wander in a corn maze, rest at a bed and breakfast, study farming in museums, discover the Iowa barn quilt collection or visit a working Amish farm.

When you are ready to step outside your vehicle, you'll find much more to do and see. Prairie, forests, rivers and public lands are abundant along Iowa's byways, providing opportunities for you to stop and play in the outdoors with hiking, biking, kayaking and trout fishing. Classic hometowns with pride for their unique lore and offerings are found all along the byways. They invite you to taste local food, enjoy their architecture, and immerse yourself in the rich history and culture that defines them.

Why not plan your next journey off the beaten path? No matter how you choose to make the most of every moment, we know that time spent along Iowa's byways is sure to grow your love for Iowa's diverse, beautiful vistas and authentic communities. Happy driving!





# JEFFERSON HIGHWAY

*From pine to palm*

## Leave the fast track and explore historic two-lane roads

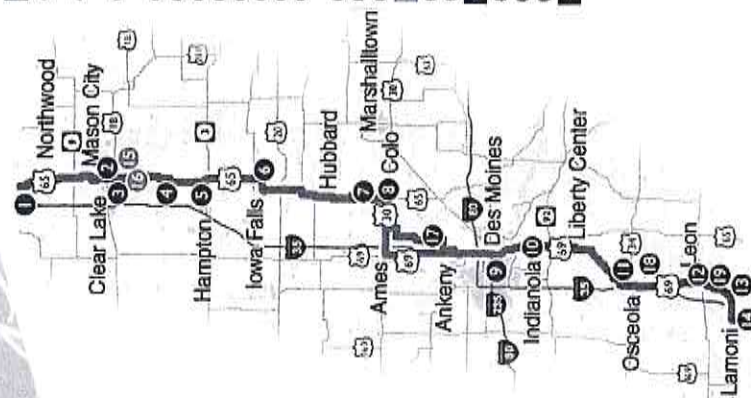
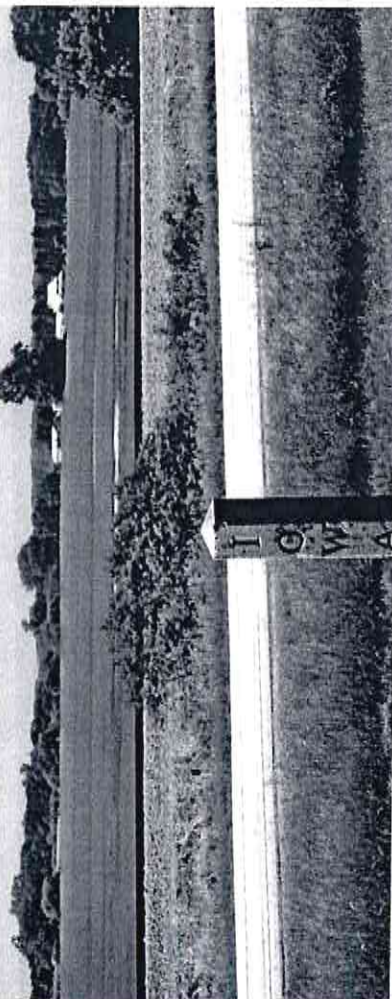
Drive the north-south, two-lane country roads through Iowa farmland to experience what early car travel from town to town was like before interstate highways. In the early 1900's there was very little pavement and plenty of Iowa prairie and marshland mud to limit how far and how fast one could travel. Today, this paved route is truly "off the beaten path" wrapped in farmland vistas and open skies linking small towns.



The Jefferson Highway and formation of the Jefferson Highway Association was the brainchild of businessman and political activist Edwin Thomas (E.T.) Meredith of Des Moines with their first meeting held in 1915. Their vision was to blaze a modern motor rail straight from Winnipeg Canada to New Orleans, Louisiana—and promoted the "great north and south highway" to communities and businesses along the route. Meredith was an instrumental good roads promoter for both Iowa and the nation. Today, most Americans recognize the Meredith name associated with iconic home and lifestyle media.

At its early founding, the route was meant to "drive" newly motorized visitors and business commerce into Iowa's heartland cities and towns. Motorists were impressed with Iowa's "beautiful land" as they passed by acres of rolling cropland, prosperous farms, friendly towns, and local industry. Along the route they also found Iowans had built tourist camps and planned activities to welcome their business and show off their town square courthouses and thriving communities. A restored gas, food and lodging stop at Reed-Niland corner in Colo welcomes today's traveler at the intersection of the Jefferson and Lincoln Highways.

Find small towns, rural vistas, and historic treasures where landmark Frank Lloyd Wright architecture and courthouse squares still anchor communities along the historic Jefferson Highway route through Iowa.



### HISTORY

- 1 Iowa Jefferson Highway stone marker, Minnesota state line
- 2 Rock Glen/Rock Crest National Historic District, Mason City
- 3 Frank Lloyd Wright Stockman House, Mason City
- 4 Memorial Hall, Sheffield
- 5 Franklin County Courthouse, Hampton
- 6 Historic Downtown "Scenic City", Iowa Falls
- 7 Jefferson Fence Post, north of Colo
- 8 Reed-Niland Corner tourist stop, Colo
- 9 Iowa State Capitol, Des Moines
- 10 Historic Gas Station, Indianola
- 11 Historic Chicago, Burlington and Quincy Railroad Depot, Osceola
- 12 Burlington Railroad Depot, Leon
- 13 City Park former tourist camp, Davis City
- 14 Liberty Hall Museum, Lamoni

### CULTURE

- 15 Frank Lloyd Wright Inn, Mason City
- 16 Music Man Square

### SCENIC

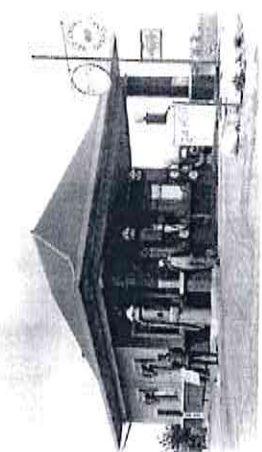
- 17 Rural Cambridge Loop
- 18 Weldon Remnant Loop
- 19 Leon to Davis City

### BYWAY CONTACT

Iowa Department of Transportation  
515-239-1664  
iowabyways.org



Reed/Niland Corner 2018



Reed/Niland Corner early 1920s

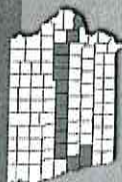


# LINCOLN HIGHWAY

## Take in ever-changing views, highway landmarks and historic main streets

It's easy to remember you're on the Lincoln Highway with historical bridges, signs, original 1928 Lincoln Highway markers, Burma-Shave signs, and Lincoln Highway folk art around every corner. The legendary route, America's first transcontinental improved highway, was established in 1913, beginning at Times Square in New York City and ending in San Francisco. Created as a memorial to Abraham Lincoln, the highway traverses 13 states. Today, you can follow much of the original route on Iowa's Lincoln Highway Heritage Byway, passing through dozens of small towns and some of the state's largest cities.

Though farmland is a constant feature, the landscape is as diverse as the communities you'll travel through on the byway's 460 miles. From the wind-sculpted Loess Hills near the Missouri River to the level plains and undulating river valleys of central Iowa and to the steep bluffs of the Mississippi River, the views are always changing.



### HIGHWAY HISTORY

History buffs will marvel at several nationally known landmarks of the Lincoln Highway, including Preston's Gas Station in Belle Plaine, Tama's Lincoln Highway Bridge and the Reed-Niand Corner at Colo.

Throughout the byway, towns and cities have committed to preserving the character of this famous road, and travelers will find examples of historic buildings, canopy gas stations and vintage cafes, as well as roadside sculptures, murals and art. Interpretive markers, signs and museums along the route unravel the mysteries and explain the legacy of this historic road.

### GETTING OUT

If you are ready to get out of your vehicle, there are many places for outdoor recreation, providing plenty of choices for where to go and what to do. The byway has a national wildlife refuge on each end and one in the middle. In addition, numerous state and county parks offer camping, hunting, fishing, swimming and picnicking.

You might stretch your legs with a bike ride or hike on more than 700 miles of trails in the byway corridor.



Central Iowa has become a mecca for recreational trails with 670 miles (and counting), including the High Trestle Trail near Madrid. This 25-mile trail includes an artistic 13-story high bridge with an unforgettable view of the Des Moines River valley.

For a more leisurely stroll, wander through one of the byway's striking college campuses, including Iowa State University in Ames or Cornell College in Mount Vernon.

### EAT, SLEEP AND SHOP

You'll find outstanding shopping opportunities, bed and breakfasts, historic roadside cafes, modern hotels and restaurants in the byway's 43 communities.

Major Iowa cities along the route include Council Bluffs, Carroll, Boone, Ames, Marshalltown, Cedar Rapids and Clinton. In addition, you'll travel through many rural communities bypassed when U.S. 30 was realigned over the years. The byway also passes by the Meskwaki Settlement, home to Iowa's only resident Native American tribe.

You are never more than a few miles from lodging, good food and a day to remember on the Iowa Lincoln Highway Heritage Byway.

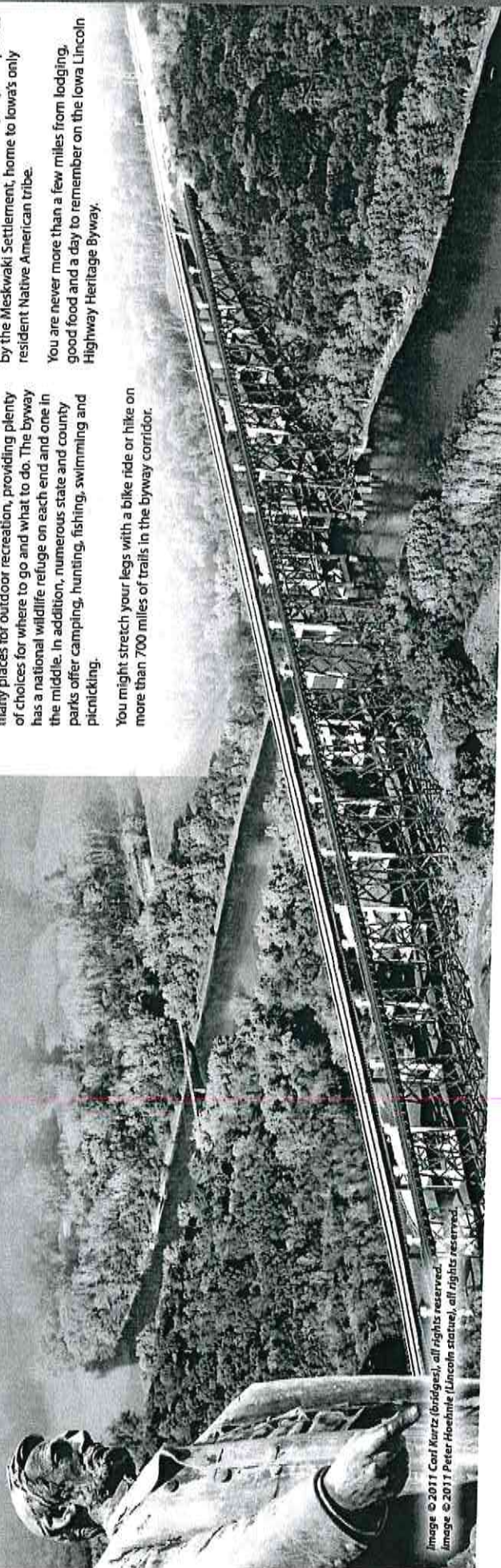


Image © 2011 Carl Kurtz (bridges), all rights reserved.  
Image © 2011 Peter Hochstetler (Lincoln statue), all rights reserved.



# LINCOLN HIGHWAY



## RECREATION

- 1 Lake Manawa State Park, Council Bluffs
- 2 Desoto National Wildlife Refuge, Missouri Valley
- 3 Yellow Smoke Park, Denison
- 4 Sauk Rail Trail, Carroll
- 5 Swan Lake State Park, Carroll
- 6 North Racoon River Water Trail, Jefferson
- 7 Racoon River Valley Trail, Jefferson
- 8 Ledges State Park, Boone
- 9 High Trestle Trail, Madrid
- 10 Hickory Grove Park, Nevada
- 11 Linn Creek Recreational Trail, Marshalltown
- 12 Union Grove State Park, Gladbrook
- 13 Pleasant Creek State Recreation Area, Palo
- 14 Palsades-Kepler State Park, Mount Vernon
- 15 Mississippi River Ecotourism Center, Camanche

## HISTORIC PLACES

- 16 Western Historic Trails Center, Council Bluffs
- 17 Union Pacific Railroad Museum, Council Bluffs
- 18 Historic General Dodge House, National Historic Landmark, Council Bluffs
- 19 Mahanay Bell Tower, Jefferson
- 20 Lincoln Highway Interpretive Site, Grand Junction
- 21 Boone & Scenic Valley Railroad and Museum, Boone
- 22 Marnie Eisenhower Birthplace, Boone
- 23 Reed-Niland Corner, Colo
- 24 Meskwaki Tribal Museum, Tama
- 25 Lincoln Highway Bridge, Tama
- 26 Preston's Station, Belle Plaine
- 27 Youngville Cafe, near Watkins
- 28 Lincoln Highway Brick, Mount Vernon
- 29 Herbert Hoover National Historic Site and Presidential Library and Museum, West Branch
- 30 German Hausbarn Museum, DeWitt
- 31 Clinton County Historical Museum, Clinton

## CULTURAL SITES

- 32 Donna Reed Center for the Performing Arts, Denison
- 33 Iowa State University, Ames
- 34 Ames Main Street Cultural District, Ames
- 35 Orpheum Theater Center, Marshalltown
- 36 Cedar Rapids Museum of Art, Cedar Rapids
- 37 Opera House Theater, DeWitt

## SCENIC VIEWS

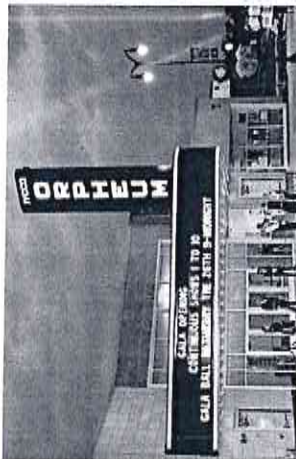
- 38 Harrison County Historical Village and Welcome Center, Missouri Valley
- 39 Otter Creek Marsh bird viewing platform, east of Tama

## BYWAY CONTACT

Prairie Rivers of Iowa, Ames  
515-232-0048  
www.prrcd.org



Historic Main Street in Store Center  
Image © Tom Ayres, all rights reserved



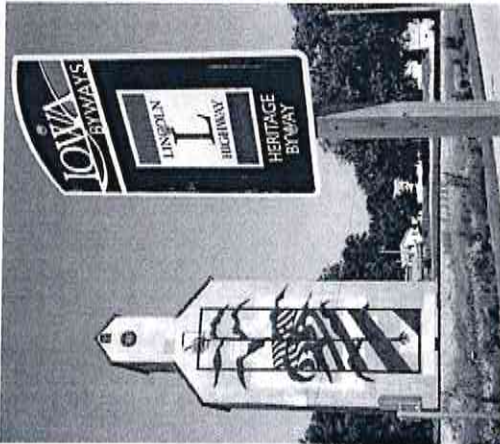
Orpheum Theater Center in Marshalltown  
Image © Tom Ayres, all rights reserved



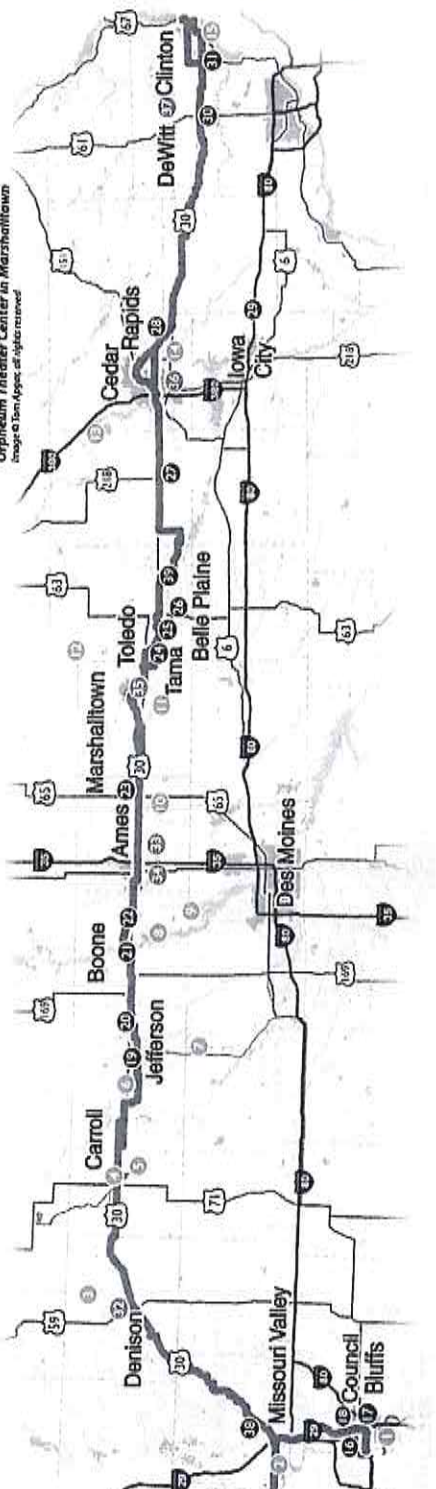
Historic Lincoln Highway Bridge in Tama County  
Image © 2013 Michael Redy, all rights reserved



Classic vehicle by Youngville Station in Benton County  
Image © 2011 Michael Redy, all rights reserved



Along the Lincoln Highway in Woodbine  
Image © 2011 Mike Wyrz, all rights reserved



## COUNCIL ACTION FORM

ITEM # 6A  
DATE: 1/28/2019

### AGENDA ITEM: Approve the Naming of Hattery - Walker Park

Item # 7A  
Date: 2/25/19

#### HISTORY:

Nevada has been home to many individuals who have made positive contributions to the community over the years. One such individual, Julia Walker, left resources and instructions for her executors to purchase real estate in Nevada for the purpose of a public park following her death in 1897. This park was to be known as Walker Park. Due to another park on the south side of town at that time commonly referred to as South Park, the property purchased by Ms. Walker's gift became known as North Park. To this day, many people still refer to it as North Park.

In the 1979, the City of Nevada wanted to recognize the many contributions of Mr. John Hattery to Nevada. Not realizing the prior history of Ms. Walker, the City Council moved forward with changing the name of what they thought was North Park to John Hattery Park, commonly referred to as Hattery Park. It remained this way until 2003 when the Historical Society through research of a book on Nevada history came across the issue.

The issue went to court and was handled by the City Attorney, Don Juhl, and the Historical Society Attorney, Kathy Skinner. A settlement was reached in 2005. A copy of that information is included in the packet.

At the time, the existing sign at the park was very new and neither the City nor the Historical Society had funds to split the costs for redoing the sign and purchasing a bronze marker to be installed by sign. The sign has now deteriorated and needs to be replaced. We have money budgeted in our current fiscal year budget to do this project.

In revisiting the naming issue last April with both the Historical Society and the Hattery Family, there was not a consensus on what the naming should be for the park. The Historical Society wanted it to be named "Walker - Hattery Park", as was set out in the settlement agreement, and the Hattery Family proposed it be named "Hattery - Walker Park". Now, after much discussion, the Historical Society has agreed with changing the name to "Hattery - Walker Park". In addition, the City has proposed installing two 30" granite markers in the planting bed, one for each individual that will share the contributions each made to the community of Nevada. The markers would include a historical engraving of each individual that would be mounted on a concrete cap by Nevada Monument at \$600 each. It is proposed that the City will pick up the costs for the entire project.

The Historical Society is agreeable to this proposal. The Hattery Family is reluctant and has not yet expressed support for this proposal. We would like to move forward with this project so that it is completed before the end of the fiscal year.

#### OPTIONS:

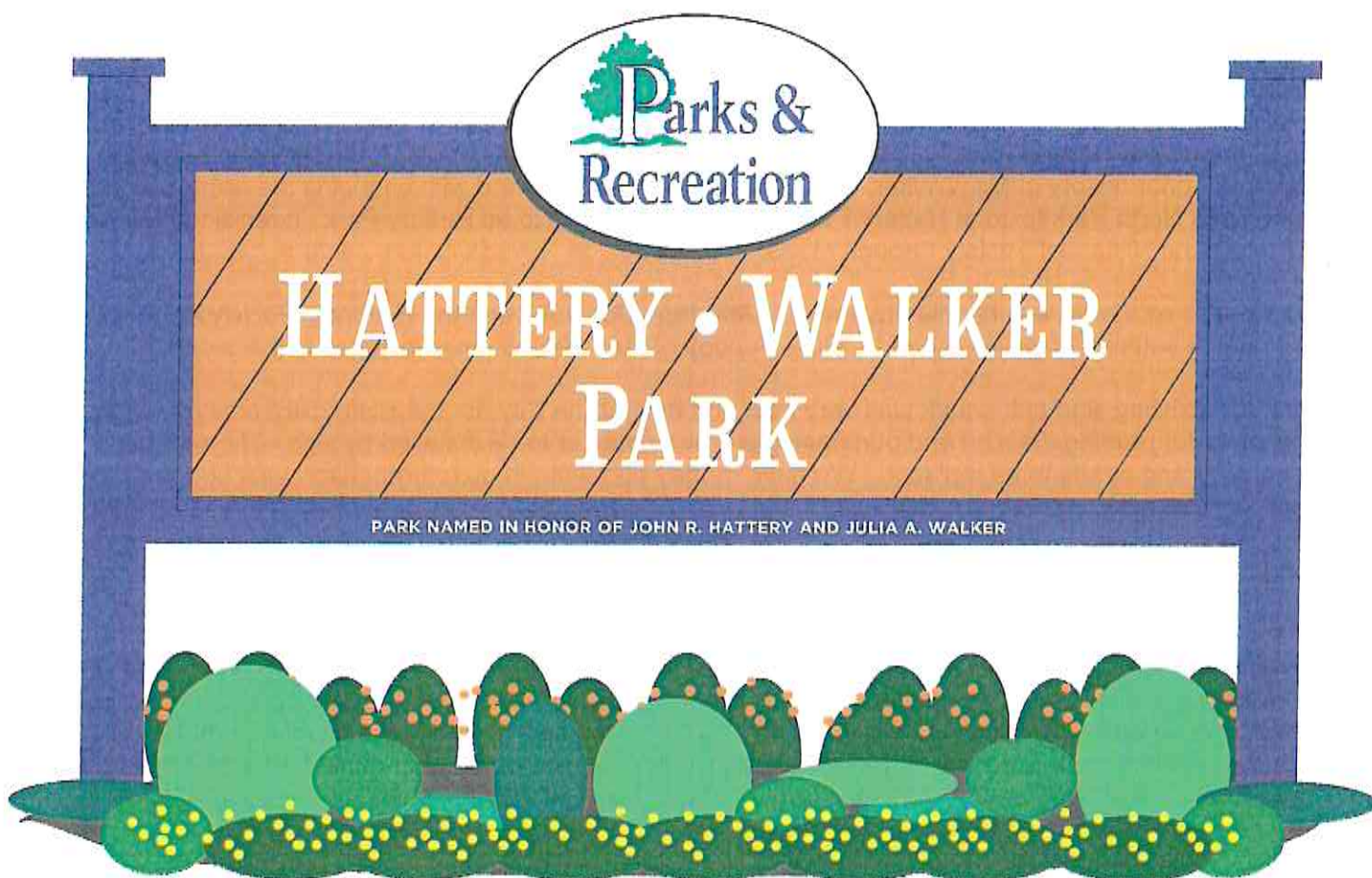
1. Approve naming the park Hattery - Walker Park, installing a new sign, setting two engraved markers in the planting bed that share the contributions to the community made by John Hattery and Julia Walker, and redoing the planting bed.
2. Reject proposal and send back for further revision.
3. Reject proposal and do nothing at this time.

#### STAFF RECOMMENDATION:

Park Board and staff recommend accepting Option #1: Approve naming the park Hattery - Walker Park, installing a new sign, setting two engraved markers in the planting bed that share the contributions to the community made by John Hattery and Julia Walker, and redoing the planting bed.

Therefore, it is the recommendation of the City Administrator that City Council approve Option 1, naming the park Hattery-Walker Park and installing a new sign with engraved markers.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at [thansen@cityofnevadaiaowa.org](mailto:thansen@cityofnevadaiaowa.org)



**Sign & Installation ..... \$1806**

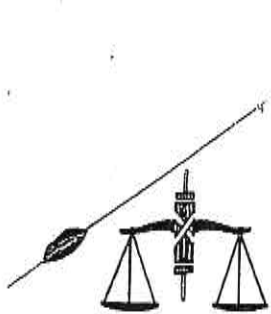
- re-use existing frame
- repaint existing frame
- add new caps
- replace wood panel
- replace Parks & Rec panel

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APPROVAL SIGNATURE \_\_\_\_\_

EXAMPLE OF MARKER FOR  
EACH INDIVIDUAL TO BE  
PLACED IN PLANTING BED.

1861 RIFLED CANNON  
CAPTURED AT THE BATTLE OF SHILOH  
GIFTED TO STORY COUNTY BY THE  
JASON D. FERGUSON GRAND ARMY  
OF THE REPUBLIC POST #31  
FERGUSON WAS STORY COUNTY'S FIRST  
FATALITY IN THE CIVIL WAR. KILLED  
APRIL 6, 1862 AT THE BATTLE OF SHILOH.



Kathy Mace Skinner

Attorney at Law

1400 Fawcett Parkway, Nevada, Iowa 50201

Telephone (515) 382-3770

Fax (515) 382-4147

April 5, 2006

Don Juhl, City Attorney  
Dave Haugland, City Administrator  
City of Nevada  
1209 6<sup>th</sup> St.  
Nevada, IA 50201



Dear Don and Dave,

This is regarding the settlement of the case between the City of Nevada and the Nevada Historical Society concerning Walker-Hattery Park. We need to complete the details of the signage at the Park and a few other details.

Last October 12, 2005 this case was settled with the following agreement:

1. We are both community agencies/entities and choose to work together.
2. The Park at 6<sup>th</sup> and Q will be called the "Walker-Hattery Park", starting now.
3. The Historical Society and the City (by a committee of each, with their recommendations approved by their boards) will jointly design a nice large bronze-type plaque to be place in a prominent location in the part, either on a rock or other location. The plaque will have equal space allotted to Ms. Walker and Mr. Hattery applauding/listing their community contributions.
4. The current sign at the park will be refurbished/rearranged to say "Walker-Hatter Park". The same committee will work on this and the cost will be equally divided by the Historical Society and City. The considerations here are that the sign is still in good condition and useable, and can further show the names of the community benefactors.
5. At some point there will be a joint announcement about the new park name by representatives of both sides, with a news story, showing how we can work together for the benefit of the community and how we appreciate those who contribute to the city. The same committee can organize this.
6. The sign change will be completed within 90 days, and the plaque as soon as the design and messages are complete and the plaque can be created and installed.

7. The Court costs will be equally divided by the two parties and the case has been dismissed as settled out of court.

As mentioned earlier, the Historical Society members for the committee are Steve Owen, Dorian Myhre and Susan Radke.

The Historical Society is most anxious to work on the signs now that the weather is getting nicer. Please let me know, as soon as possible, the names of the persons who will be working with them on behalf of the City of Nevada.

Thank you for your cooperation.

Sincerely,



Kathy Mace Skinner  
Attorney at Law

Cc: Susan Radke  
Nevada Historical Society Office

## Matthew Mardesen

---

**From:** Chuck and Lisa Rodgers <rodgers50201@gmail.com>  
**Sent:** Wednesday, January 23, 2019 3:16 PM  
**To:** Matthew Mardesen  
**Subject:** Park name/sign

Hi Matt,

I talked to Dad. He's still unhappy with the shared naming and would like to see the park remain Hattery Park, as officially recognized by the city in 1979, with a plaque to recognize Ms. Walker for her donation.

As we discussed last week, I am inclined to agree with Dad. There is no precedent requiring the demands of Ms. Walker's Will be accepted by the city. The park should remain named as officially recognized - Hattery Park.

Best,

Lisa

# COUNCIL PROCEEDINGS

REGULAR

## MEETING OF CITY COUNCIL

HELD AT	ON	TIME
COUNCIL CHAMBERS, CITY HALL, NEVADA, IOWA	MONDAY EVENING, OCTOBER 15, 1979	7pm

**PRESENT**—MAYOR Buttry  
COUNCIL MEMBERS: Mather, Nady, Shalley, Webb

**ABSENT**—Holley, Nading

Minutes of previous meeting(s) approved as presented.

Permit applications filed:

Dean and Donna's Starlite 1217 6th Street Sunday liquor sales  
Cook's Grocery 1116 L Avenue beer w/Sunday sales renewal  
Motion by Mather, seconded by Shalley, to approve applications. Roll: Ayes: Mather, Shalley, Webb, Nady. Nay: none. Absent: Holley, Nading.

Mayor Buttry announced appointment of Larry Rague, 529 2nd Street and William Martin, 636 11th Street, to fill vacancies on Planning and Zoning Commission. Motion by Nady, seconded by Shalley, to approve the appointments. Roll: Ayes: Nady, Shalley, Mather, Webb. Nay: none. 1/2

Mayor Buttry announced the appointment of Randy James Dodd to the Nevada Volunteer Fire Department as a probationary member for one year. Motion by Webb to approve the action of fire department. Motion seconded by Mather. Roll: Ayes: Webb, Mather, Nady, Shalley. Del  
fireman

The following resolution was introduced and moved approved by Mather, motion to approve seconded by Shalley. Roll: Ayes: Mather, Shalley, Webb, Nady. Nay: none. Absent: Holley, Nading. Whereupon Mayor Buttry declared said resolution duly adopted:

### RESOLUTION #12-79/80

A RESOLUTION TO PROCLAIM OCTOBER 28, 1979, AS JOHN HATTERY DAY  
WHEREAS: John R. Hattery has served the City of Nevada and its citizens through various donations of finances and time,  
WHEREAS: the Nevada Park and Recreation Board wishes to pay homage to John R. Hattery for his contribution to the liesure and business pursuits of this community.  
NOW, THEREFORE, BE IT RESOLVED, that the Nevada City Council of Bill Shalley, Mike Mather, Jim Nading, Marguerite Holley, Margaret Nady and Earl Webb and the Mayor of Nevada, Roy Buttry, formally proclaim October 28, 1979, as John R. Hattery Day in the City of Nevada, Iowa. John  
Hattery  
long  
residence

PASSED AND APPROVED this 15th day of October, 1979.

ATTEST: Darlene Pallesen  
Darlene Pallesen, City Clerk

Roy T. Buttry  
Mayor Roy T. Buttry

Mayor Buttry read a letter from Story County Engineer Jespersen requesting city closing and vacating "O" Avenue between 8th and 9th and transfer of ownership to Story County. After due consideration, motion by Webb to close and vacate certain portion of "O" Avenue after following procedure required. Motion seconded by Mather. Roll: Ayes: Webb, Mather, Nady, Shalley. Nay: none. "O" Ave

Consulting Engineer Carrier presented finals on the "79 Water Improvement Project", with recommendation to accept project and make final payment to contractor, a balance of \$8,108.41. Motion by Webb to accept the project and authorize the City Clerk to pay Contractor Norman McDaniel balance of \$8,108.41. Motion seconded by Shalley. Roll: Ayes: Webb, Shalley, Mather, Nady. Nay: none. 79 water  
large project  
approved

Carrier informed council the Engineer's "rough estimate" of cost for proposed storm sewer projects are -1- west side project from L Avenue south to Indian Creek, \$246,800. and -2- north side project south to T Avenue then west along T Avenue \$744,500. Council will consider later. Storm  
sewer  
costs

The following resolution was introduced and moved approved by Webb, motion to approve seconded by Shalley. Roll: Ayes: Webb, Shalley, Mather, Nady. Nay: none. Absent: Holley, Nading. Whereupon Mayor Buttry declared said resolution duly adopted:

### RESOLUTION #13-79/80

BUDGETARY TRANSFER-REVENUE SHARING

BE IT RESOLVED by the Council of the City of Nevada, Iowa:

The following transfer is hereby authorized:

From Revenue Sharing \$1820.

To: General Appropriation before transfer 159,888. After transfer 159,888.

Purpose of transfer: budget allowance to R.S.V.P., Civil Defense, Edith Hale Day Care Center and COCOA.

Effective upon its passage and approval.

PASSED AND APPROVED this 15th day of October, 1979.

ATTEST: Darlene Pallesen  
Darlene Pallesen, City Clerk

Roy T. Buttry  
Mayor Roy T. Buttry

city, however  
low share

## MEETING OF CITY COUNCIL

HELD AT	ON	TIME
COUNCIL CHAMBERS, CITY HALL, NEVADA, IOWA	Monday evening, June 20, 1977	7:00 PM

PRESENT—MAYOR  
COUNCILMEN—

ABSENT—

ORDINANCE NO. 598 continued:

- (B) From the date of enactment and continuing to August, 1978, all customers shall be assigned to Class 3 and charged monthly for the actual number of gallons used at the usage rate corresponding to said Class 3. In August, 1978, and each year thereafter, all customers shall be reassigned to the class corresponding to their demand factor, based on the preceding 12-month water usage.
3. Section 2-9-52 of Ordinance #575 shall now read as follows:  
2-9-52: DELINQUENT BILLS: All water bills not paid by the fifteenth day of the month after the monthly statement has been rendered shall be considered "bills in arrears" and a five percent (5%) penalty will be added. After five (5) days written notice, Sundays and holidays excepted, the City shall have the right to shut off the water supply, and the water supply shall not be restored until all delinquent claims for water supplied and service rendered, including the sum of five dollars (\$5.00) shut-off fee, shall have been paid in full by the customer to the Clerk.
4. Repealer: All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.
5. Saving Clause: If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
6. When Effective: This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.
- PASSED AND APPROVED this 20th day of June, 1977.

ATTEST: Darlene Pallesen  
Darlene Pallesen, City Clerk

Herbert A. Shearman  
Mayor Herbert A. Shearman

Ordinance #599, an Ordinance Amending Sections 3-5-5 (C) (SEWER RATES) was read. Motion by Nady to declare this the third and final reading of said ordinance. Motion seconded by Cooper. Roll: Ayes: Nady, Cooper, Pauley, Shalley, Nay: none. Whereupon Mayor Shearman declared said motion passed and said ordinance duly adopted.

## ORDINANCE #599

AN ORDINANCE AMENDING SECTIONS 3-5-5 (C) (SEWER RATES)

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA:

1. THAT SECTION 3-5-5 (C) of Ordinance #560 is hereby amended to read as follows:  
3-5-5: (C) Except as hereinafter noted, each customer shall pay to the Clerk at the City Hall at the same time payment for City Water Service is made, an additional sum equivalent to fifty percent (50%) of each monthly water bill; provided that such additional percentage of such water bill shall not apply to the deposit fee or sales tax.
2. Repealer: All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.
3. Saving Clause: If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
4. When Effective. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.
- PASSED AND APPROVED this 20th day of June, 1977.

ATTEST: Darlene Pallesen  
Darlene Pallesen, City Clerk

Herbert A. Shearman  
Mayor Herbert A. Shearman

Ordinance #597, an Ordinance "To establish park and facility use regulations" was read by the City Clerk. Motion by Pauley to declare this the third and final reading of said ordinance. Motion seconded by Shalley. Roll: Ayes: Pauley, Shalley, Cooper, Nady. Nay: none. Whereupon Mayor Shearman declared said motion passed and said Ordinance #597 duly adopted.

## ORDINANCE #597

AN ORDINANCE TO ESTABLISH PARK AND FACILITY USE REGULATIONS

BE IT ENACTED BY THE COUNCIL OF THE CITY OF NEVADA, IOWA:

## SECTION I. PURPOSE.

The purpose of this ordinance is to provide the citizens of the city with parks for their use and enjoyment and, to regulate the use of those parks in such a manner as to guard the users of these facilities from any hazards to their health, safety, and welfare.

## SECTION II. DEFINITIONS.

For use in this Ordinance, the city park areas are defined:

## MEETING OF CITY COUNCIL

HELD AT	ON	TIME
COUNCIL CHAMBERS, CITY HALL, NEVADA, IOWA	Monday evening, June 20, 1977	7:00 PM

PRESENT—MAYOR  
COUNCILMEN—

ABSENT—

1. 4-H Grounds

All of Lots #6, #7, and #8 of Misc. Lots and Acreages in Section 7-83-22. Known as the 4-H Grounds and ball field west of 1st Street to County Road S-14 and North of Cable's Addition within the City of Nevada.

2. North Park

All of Block #5 in Dana's Addition to the City of Nevada, Iowa. Also known as the North Park and that area South of Q Avenue 77' North and South by 300' between 5th and 6th Streets.

3. Pool Area

South 200' of the West 403' of Lot #2 in Misc. Lots and acreages in Section 8-83-22. Also known as Gates Memorial Hall area, North and South access alley, pool area and parking lot to the center of the median strip to the east and bounded by the north 8' North of the sidewalk in front of pool entrance.

4. Kiwanis City Park

All area which is bordered on the south by the Chicago-Rock Island Railway, 11th Street on the west, Glen Newton Addition to the east and Memorial Lutheran Church and Dutton property to the north.

SECTION III. CONDUCT.

In order to regulate the orderly use of the city parks and to prevent the presence of offensive language and conduct, all existing city ordinances governing the conduct of individuals and groups shall be strictly enforced with the park areas.

SECTION IV. ADDITIONAL REGULATIONS.

For the purpose of further protecting citizen's safety and welfare while using park facilities and for the protection of the park property, the following park regulations shall be enforced.

A. Traffic.

1. Roadways: No persons shall operate any motor vehicle except upon the established roadways and in such a manner as shall conform with the Code of Iowa.
2. Parking.
  - a. No parking of motor vehicles shall be allowed where traffic would be obstructed or entrances blocked, including service entrances.
  - b. "No Parking" areas shall be established and indicated by posted signs. It shall be illegal to park in such areas.
3. Stop Signs. Motorists shall be required to come to a full and complete stop at all stop signs within the park and at the park exits.
4. Speed Limit. A 15 mile per hour speed limit is hereby established in all city parks. Vehicles driven in these parks shall obey this speed limitation.
5. Obstructing travel. No person shall set or place or cause to be set or placed, any goods, wares or merchandise or property of any kind so as to obstruct vehicular travel within the park.
6. Snowmobiles. Snowmobiles will not be allowed in the parks.

B. Animals.

1. Birds, animals and fish: No person shall trap, catch, wound or kill, or treat cruelly, or attempt to trap, catch, wound or kill any bird, animal or fish, or molest or rob any nest of any bird or animal in any park or facility, except as fishing may be permitted by posted notice.
2. Horses must be confined to roads and trails or areas authorized by the Nevada Park Board.

C. Restricted Areas.

The Nevada Park Board shall designate certain areas as restricted areas and shall require such areas to be designated by sign or notice. No person shall enter upon such restricted areas nor shall they enter or attempt to enter any building or area in any park or facility when it is closed to the public or when it is scheduled for a specific group unless invited by that group.

D. Public Meeting.

Public meetings, religious, political or otherwise, including picnic parties and entertainment for charitable or religious purposes, may be held in any public park upon first obtaining permission from the City Park and Recreation Board. Such assemblages shall be conducted in a lawful and orderly manner.

## MEETING OF CITY COUNCIL

HELD AT	ON	TIME
COUNCIL CHAMBERS, CITY HALL, NEVADA, IOWA	Monday evening, June 20, 1977	7:00 PM

PRESENT—MAYOR  
COUNCILMEN—

ABSENT—  
con't:

- E. Weapons and Missiles.
  - 1. No person shall bring, carry or use in any way, knives, firearms, airguns, pellet guns, or other weapons of any kind, or fireworks or other explosive substance of any kind in any park or facility, except for such fireworks displays as are approved by the City Park and Recreation Board.
  - 2. Hitting of golf balls is prohibited.
- F. Peddling and Advertising.
 

Peddling, hawking, soliciting, begging, advertising or carrying on of business or other commercial enterprise within any area without written permission of the City Park and Recreation Board is strictly prohibited.
- G. Games and Sports.
 

The City Park and Recreation Board shall have the authority to designate certain areas in the park as the areas in which particular games or sports may be played.
- H. Fires.
  - 1. No person shall light or use any fire in any park or facility except in specially designed grills or food preparation devices. This section is intended to prohibit all campfires and similar open burning.
  - 2. All firewood is to be used in the Park in which it is found.
- I. Gambling.
 

All persons shall comply with the laws of the State of Iowa with regard to gambling or games of chance.
- J. Closing time.
 

All parks and facilities shall be closed from the public from midnight to daybreak the following morning.
- K. Fees.
 

The City Park and Recreation Board shall have the authority to fix fees concerning the rental of shelter houses and various park facilities.
- L. Disposal of Refuse.
 

No person shall deposit or abandon in any area any garbage, sewage, refuse, trash, waste or other obnoxious or offensive material, except in receptacles or pits provided for such purposes.
- M. Cooperation with Authorities.
 

No person shall hinder, interfere with, disobey or otherwise not cooperate with employees of the Park and Recreation Department in the performance of their duties.
- N. Camping.
 

Camping may be done by permission of the Director for a 24-hour period only unless otherwise authorized by the Commission.
- O. Alcoholic Beverages and Beer.
  - 1. It is unlawful for any person to use or consume alcoholic liquors or beverages, except beer, in all city parks within the City of Nevada.
  - 2. It is unlawful for any person to use or consume beer at the Kiwanis Park and at the Swimming Pool property all within the City of Nevada.
  - 3. It is unlawful for any person to possess or consume beer at any recreational activity or contest involving high school students or minors at the North Park and 4-H Grounds.
  - 4. No person shall be intoxicated nor simulate intoxication in a city park within the City of Nevada.

SECTION V. PARK BOARD REGULATIONS.

All restrictions and regulations issued by the City Park and Recreation Board in accordance with the authority granted herein must first be published in the Nevada Journal prior to the enforcement of the same and a copy of said regulations should be delivered to the City Clerk and made available for public inspection.

SECTION VI. PENALTIES.

Any person violating any of the provisions of this chapter may be forthwith evicted from the park and other places under the control of the City Park and Recreation Board and may be charged with a misdemeanor.

SECTION VII. WHEN EFFECTIVE.

This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the Council on the 20th day of June, 1977, and approved this 20th day of June, 1977.

ATTEST: Darlene Pallesen  
Darlene Pallesen, City Clerk

Herbert A. Shearman  
Mayor Herbert A. Shearman



## Who was Julia Walker?

Little is known about Julia Walker except that her family, the Romaines, were among the first to settle in Nevada in 1854.

Issac Romaine and his family stayed with the Aldermans that winter while building a home in the area.

In that time, the Alderman family lost a child, the first recorded death in town. Also that winter, the Romaines had a baby who died soon after birth, becoming the second recorded death in Nevada.

In the fall of 1862, Walker (then Julia Romaine) survived a harrowing experience on the Skunk River.

While traveling to visit friends in Mitchellville, she came to a river crossing around sunset. Julia stopped at a nearby house and asked about a safe crossing over the flooded river. A child there told her that men on horseback had crossed nearby during the day.

Julia wound along the riverbank with her horse and buggy until she found a bridge. Midway across, however, the water overcame the bridge and swept Julia, her horse and buggy into the channel.

Suddenly, Julia's clothing became caught in the rig's harness. After freeing herself, she climbed onto some logs, then swam to shore about a half mile from where she started.

She made her way to a lighted house nearby, the same house where she had originally asked for directions. The child informed her that everyone had left to search for a lost woman who was supposed to have drowned while crossing the river.

—Source: *History of Story County, Iowa* by W.O. Payne

The establishment of a city park in the northwest quarter of the city, as contemplated in Mrs. Walker's bequest for that purpose, will in time add materially to the general attractiveness of that section of the city. A park is of slow growth, but when once grown up with shade trees and even fairly kept, it benefits all the people and the property about it. If by some happy chance one of the vacant blocks in Briggs' addition might sometime be also dedicated to park purposes, all parts of the city would then be convenient to one of these promoters of pleasure and beauty.

May 19<sup>th</sup>, 1897  
Nevada Representative

M. C. Allen, executor for the Julia Walker estate stated that he was ready to select ground for a park and asked that a committee be appointed to confer with him. Boardman, King and Dutton were appointed.

July 11<sup>th</sup>, 1897  
Nevada Journal

#### Council Proceedings.

The City Council met Monday evening July 10 in regular session. Members all present. An ordinance was read a first time for a sidewalk on the north side of 5th street from Vine street to East street. Boardman, King and Dutton were appointed a committee to confer with M. C. Allen, executor of the Julia Walker estate, concerning the location of the proposed "Walker Park".

July 12<sup>th</sup>, 1897  
Nevada Representative

The committee on location of Walker park reported that lot 2 of McCalls sub-division, favored in Mrs. Walker's will, is not suitable for a park and resolution was adopted rejecting it. At a previous meeting the council had voted that it would accept if tendered the north part block 5 in Dana's addition, being 300 feet square and immediately southeast of the Dana schoolhouse. Bills allowed: T

December 23<sup>rd</sup>, 1899  
Story county Watchman

## PROCEEDINGS OF CITY COUNCIL.

The city council met in regular session Monday evening. The order making Klove & Klove city plumbers was rescinded and H. R. Klove was elected in their stead as it was necessary to have an individual instead of a firm. A petition of many citizens asking for an arc light at corner of Seventh avenue north and Pine street was referred to electric light committee. The engineer of pumping station made his report. The committee on public grounds reported as to trees in Walker park.

The council appropriated \$200 out of the general fund for obtaining and planting trees in Walker park. The committee on public grounds was given power to act and to adopt a plan for beautifying the park, but to confine themselves with an expenditure not exceeding the appropriation.

April 18<sup>th</sup>, 1902  
Nevada Journal

—The city has made great improvements and spent a considerable amount of money on Walker park. Of course, however, considerable time will be required for the growth there of true park conditions.

May 15<sup>th</sup>, 1901  
Nevada Representative

### INVENTORY OF CITY PROPERTY.

City Water Works.....	\$10000 00
Pump houses and steam pumps .....	3000 00
City Hall and old library room .....	2000 00
City park, band stand and seats.....	6000 00
Patton park .....	400 00
Walker Park.....	2500 00
Hook and ladder truck.....	200 00
Hose cart, hose, nozzles, etc.....	2000 00
Tool house and lots.....	300 00
Road grader, tools and scrapers.....	800 00
Supplies and fixtures for water works .....	45 00
New library and books therein.....	13500 00
	<u>\$10545 00</u>

April 13<sup>th</sup>, 1903  
Nevada  
Representative

## INVENTORY OF CITY PROPERTY.

City Water Works,....  
 Pump House and Pumps,....  
 City Hall and Council Room,....  
 City Park, Band Stand and seats,....  
 Walker Park,....  
 Hooks, ladders and trucks,....  
 Hose carts and hose,....  
 Tool House and Lot,....  
 Road Grader, Tools and scrapers,....  
 Fire Bell and Tower,....  
 New Library Building and furnishings, ....  
 Patton Park, ...

April 22<sup>nd</sup>, 1907  
 Nevada Evening Journal

## PROCEEDINGS OF CITY COUNCIL.

The city council met in regular session Monday evening. The order making Klove & Klove city plumbers was rescinded and H. R. Klove was elected in their stead as it was necessary to have an individual instead of a firm. A petition of many citizens asking for an arc light at corner of Seventh avenue north and Pine street was referred to electric light committee. The engineer of pumping station made his report. The committee on public grounds reported as to trees in Walker park.

The council appropriated \$200 out of the general fund for obtaining and planting trees in Walker park. The committee on public grounds was given power to act and to adopt a plan for beautifying the park, but to confine themselves with an expenditure not exceeding the appropriation.

April 19<sup>th</sup>, 1902  
 Nevada Journal

## WILL HOLD FARM BUREAU PICNIC

July 21 Date Set for  
15th Annual County  
Gathering

The fifteenth annual Story county Farm Bureau picnic to be held at Nevada, in cooperation with the Farm Bureau Service Company and Women's Home Project Achievement Day and which will be held Thursday, July 21, promises to bring out a record breaking crowd

Walker park, beautifully shaded, located at the north end of Nevada's Main street, will be an ideal location for the picnic as it offers plenty of shade, drinking water, play grounds equipment and sufficient area for kittenball and other recreational activities.

July 14<sup>th</sup>, 1932  
The Milepost

### Death of Mrs. Julia Walker:

"It lies about us like a cloud,—  
A world we do not see;  
Yet the sweet closing of an eye  
May bring us there to be."

Firm in this faith, Mrs. Julia Walker, at her home on Seventh and Walnut streets, Sunday evening passed from the mortal life whose last year has been characterized by intense suffering. Her funeral was held Tuesday afternoon, Rev. Shrader conducting the service amid sympathetic friends and neighbors whose numbers filled dwelling and yard. Details of the occasion had been specified and provided for by her own careful forethought, excepting only the spontaneous expressions of affectionate appreciation. Covered with floral emblems of love and hope, on the sunny side of the granite monument reared by herself to the memory of her husband, her remains were tenderly laid for their long repose. Julia Romane was born in Rockville, Indiana, December 14th, 1840. She was orphaned at the age of twenty months, by the death of her mother; with her father, Isaac Romane, and family she came to Nevada to live in the autumn of 1854; she was married to Isaac Walker, October 11th, 1863; and widowed by his death October 16th 1893. The thirty years of her married life were mostly spent on their farm east of Nevada, the home being transferred to town after a winter spent in Louisiana a very few years before Mr. Walker's death. Her social and neighborly relations were wide, and her sterling qualities were best appreciated by those who knew her best. Her decease means the death of a home. Her nearest surviving relatives are her sisters, Mrs. Vauthrin of Marshall county; Mrs. Patterson of Colfax, Washington; Mrs. J. C. Lovell of Nevada; and eight half brothers located in Missouri, Oklahoma and Washington.

From Rev. Shrader's funeral address we make the following excerpts:

"In this home has but lately ended one of the fiercest struggles witnessed by men or angels. Mrs. Walker fought a desperate battle. She contested every inch of the ground. Her masterful mind, her imperious, queenly will, her splendidly constituted body—all combined to resist disease and death. But it was a losing battle; she rests at last. Over the spoils of death our hearts are sad. Yet with our tears we bring flowers \* \* \* Julia Romane Walker was one of the pioneers. Her eyes beheld these prairies covered with virgin sod; she saw the billowy bays of grass ever rolling in shadow and sunshine; \* \* \* she threaded her dangerous way through the bog-ful sloughs, bottomless ponds and forded the turbulent bridgeless streams at flood-tide. Hardy toil and common fare were hers. With her own hands she tilled the soil and gathered the fruits nature so bountifully returned. \* \* \* Since her husband's departure she has sought to administer her own affairs and in this has shown strength of character and independent judgment. In the final disposition of her possessions she received counsel from none; and, at last, with resignation, folded her hands to rest. We honor her for her pioneer labors the fruits of which we share; we praise her for her virtues."

Wednesday, May 12, 1897  
Nevada Representative



City of Nevada Parks & Recreation

Tim Hansen  
Director of Parks and Recreation  
Phone: 515-382-4352  
Email: [thansen@cityofnevadaiaowa.org](mailto:thansen@cityofnevadaiaowa.org)

Sign & Installation ..... \$1800-\$1900

- re-use existing frame
- repaint existing frame
- add new caps
- replace wood panel
- replace Parks & Rec panel
- does not include stone memorials

2/14/2019



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2/14/2019

RESOLUTION NO. 035 (2018/2019)

RESOLUTION APPROVING AMENDMENT TO 28E AGREEMENT  
WITH NEVADA COMMUNITY SCHOOL DISTRICT FOR THE PROVISIONS OF  
LAND/FACILITY/IMPROVEMENTS USE OF BASEBALL FIELD AT SCORE PARK

WHEREAS, the Nevada Community School District ("District") and the City of Nevada ("City") originally entered into a 28E Agreement filed with the Iowa Secretary of State on April 10, 2018, Filing No. M510776 ("Agreement"), pursuant to which the City made available certain of its land ("Land") to the District for the construction and use of a baseball facility ("Facility") and agreed to make related improvements ("Improvements") to the Facility;

WHEREAS, in accordance with Section 20 of the Agreement, the District and the City wish to amend the Agreement to clarify their respective roles with regard to construction of the Facility and Improvements; and

WHEREAS, the District and the City believe that such an amendment to the Agreement will be to their mutual advantage and benefit.

WHEREAS, the District has submitted to the City for its approval a proposed amendment to the 28E Agreement concerning the matter, a copy of which is attached to the Resolution and marked Exhibit "1" and incorporated herein as if set out in full; and

WHEREAS, the City Council deems it to be in the best interest of the City of Nevada and the citizens thereof to enter into the proposed amendment to the 28E Agreement with the Nevada Community School District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA:

1. That the City approves the amendment to the 28E Agreement for the construction and operation of a Baseball Facility and Improvements at SCORE Park.
2. The Mayor is hereby authorized and directed to execute said Amendment on behalf of the City and the City Clerk is authorized to file said Agreement with the Iowa Secretary of State and take any other action necessary to effectuate this Agreement.

PASSED AND APPROVED THIS 25<sup>th</sup> day of February, 2019.

By: \_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

By: \_\_\_\_\_  
Kerin Wright, City Clerk

**AMENDMENT TO 28E AGREEMENT BETWEEN  
NEVADA COMMUNITY SCHOOL DISTRICT AND CITY OF NEVADA**

THIS AMENDMENT ("Amendment") is made and entered into by and between the Nevada Community School District ("District") and the City of Nevada ("City").

WHEREAS, the District and the City originally entered into a 28E Agreement filed with the Iowa Secretary of State on April 10, 2018, Filing No. M510776 ("Agreement"), pursuant to which the City made available certain of its land ("Land") to the District for the construction and use of a baseball facility ("Facility") and agreed to make related improvements ("Improvements") to the Facility;

WHEREAS, in accordance with Section 20 of the Agreement, the District and the City wish to amend the Agreement to clarify their respective roles with regard to construction of the Facility and Improvements; and

WHEREAS, the District and the City believe that such an amendment to the Agreement will be to their mutual advantage and benefit.

NOW, THEREFORE, the District and the City agree to this Amendment to the Agreement as set forth below:

1. Notwithstanding anything in Section 2 of the Agreement to the contrary, the District agrees that it will act as the contracting entity for the construction and/or installation of the Facility as well as for the construction and/or installation of the Improvements. The District further agrees that, as the contracting entity, it will be responsible for paying the costs associated with the construction and/or installation of the Facility and the Improvements.
2. The City agrees that it will reimburse the District for the costs paid by the District associated with the construction and/or installation of the Improvements. The City will remit payment to the District within thirty (30) days of the District's request for such reimbursement.
3. The District shall be considered the owner of the Facility and the Improvements, provided, however, that the City shall be considered the owner of the Improvements upon completion of their construction and/or installation and full reimbursement to the District for same.
4. This Amendment seeks to modify the terms of the Agreement. A copy of this Amendment shall be filed in the office of the Iowa Secretary of State as required by Iowa Code section 28E.8(1)(b). This Amendment, along with the Agreement, now represent the entire and integrated agreement between the parties. Any provision of the Agreement not addressed in this Amendment shall continue in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, this Amendment has been approved by appropriate action and duly executed by the parties on the dates written below.

NEVADA COMMUNITY  
SCHOOL DISTRICT

CITY OF NEVADA

By: \_\_\_\_\_  
\_\_\_\_\_, Board President

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
City Clerk

01563393-1\10939-002\

## Kerin Wright

---

**From:** Brian Schaeffer <[bschaeffer@nevadacubs.org](mailto:bschaeffer@nevadacubs.org)>  
**Sent:** Thursday, February 14, 2019 10:47 AM  
**To:** Kerin Wright; Matthew Mardesen  
**Cc:** Dr Steve Gray; Dave Kroese  
**Subject:** Amend 28E Agreement  
**Attachments:** Nevada CSD - amendment to 28e agreement with city (01563393x7F7E1)-2.docx

Kerin & Matt: Dave Kroese came to me and said Koester Construction, Baseball Field contractor, was having difficulties as they were looking for a signature from the City of Nevada for their portion of the construction contract. As this part of the contract had not been signed, I contacted the School's attorney for options. They suggested that the School & City amend the 28E Agreement to accurately reflect that the School would be the contracting entity for the Baseball Field project (see attached).

Please let me know if you have any concerns. I anticipate that this amendment will be on the agenda for School Board approval on Monday, February 25.



**Brian Schaeffer, SFO\***

Business Manager / Board Secretary

Nevada Community School District

[bschaeffer@nevadacubs.org](mailto:bschaeffer@nevadacubs.org) | [nevadacubs.org](http://nevadacubs.org) | 515-382-2783 | @BrianS148

Item # 7C  
 Date: 2/25/19

Nevada Community School  
 Business Office

Nevada, IA 50201-1952

Telephone: 515 382-2783  
 Federal Tax ID: 42-6002884

# INVOICE

Invoice #: 197

Invoice Date: 02/21/2019

QW-P001A Rev 2/15

## BILL TO:

City of Nevada  
 1209 6th St  
 Nevada, IA 50201

Please refer to invoice number when  
 remitting or in correspondence - Thank You.

TERMS	COMMENTS
	Partial Pay App #7 Baseball Field Project (see following)

Description		Quantity	Unit Price	Amount
Partial Pay App #7 Baseball Field Project	B31-0000-000-0000-153-000	1.00	\$9,611.15	\$9,611.15
	Pay This Amount	THANK YOU		<u>\$9,611.15</u>

Accounts Receivable Aging Information - Please Pay Total Above				
0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$9,611.15	\$0.00	\$0.00	\$0.00	\$9,611.15



February 13, 2019

David Kroese  
Nevada Community School District  
1035 15<sup>th</sup> Street  
Nevada, IA 50201

RE: NEVADA CUBS BASEBALL FACILITY  
APPLICATION FOR PARTIAL PAYMENT NO. 7  
PROJECT NO. 117.1111.01

Dear David:

Please find the enclosed Application for Partial Payment No. 7 regarding the above-referenced project for your review and approval. Koester Construction Company, Inc. has completed approximately 89.61% of the project according to the attached documentation.

Snyder & Associates recommends approval of the Application for Partial Payment No. 7 in the amount of \$33,010.12 which compensates the Contractor for work performed through December 31, 2018. Please feel free to contact our office should you have any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.

Clay Schneckloth, PLA

CRS/dmb

Enclosures

Cc: Kurt Umthum, Koester Construction Company, Inc.

## APPLICATION FOR PAYMENT NO. 7

PROJECT: Nevada Cubs Baseball Facility  
OWNER: Nevada Community School District  
CONTRACTOR: Koester Construction Company, Inc.  
ADDRESS: 3050 SE Enterprise Drive, Suite A, Grimes, IA 50111  
DATE: February 13, 2019

S&A PROJECT NO.: 117.1111.01

PAYMENT PERIOD: December 1, 2018  
December 31, 2018

### 1. CONTRACT SUMMARY:

Original Contract Amount: \$1,029,700.00  
Net Change by Change Order: \$34,675.50  
Contract Amount to Date: \$1,064,375.50

CONTRACT PERIOD:  
Original Contract Date: April 30, 2018  
Contract Completion Date: October 15, 2018

### 2. WORK SUMMARY:

Total Work Performed to Date: \$953,825.50  
Retainage: 5% \$47,691.28  
Total Earned Less Retainage: \$906,134.22  
Less Previous Applications for Payment: \$873,124.10

AMOUNT DUE THIS APPLICATION: \$33,010.12

### 3. CONTRACTOR'S CERTIFICATION:


The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Partial Payments.

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Koester Construction Company, Inc.

CONTRACTOR

By 

DATE: 2/13/2019

### 4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By 

DATE: 2-13-19

### 5. OWNER'S APPROVAL

Nevada Community School District

OWNER

By \_\_\_\_\_

DATE: \_\_\_\_\_

# 6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		QUANTITY	UNIT	UNIT COST	TOTAL COST	QUANTITY	CO #	COST
STREETS AND RELATED WORK								
1.1	Bond	1	LS	\$ 9,500.00	\$ 9,500.00	1.0		\$9,500.00
1.2	General Insurance	1	LS	\$ 6,900.00	\$ 6,900.00	1.0		\$6,900.00
1.3	General Conditions	1	LS	\$ 92,800.00	\$ 92,800.00	0.96443962		\$89,500.00
1.4	CIP Concrete Material	1	LS	\$ 72,000.00	\$ 72,000.00	0.83333333		\$60,000.00
1.5	CIP Concrete Labor	1	LS	\$ 54,800.00	\$ 54,800.00	0.7875457		\$43,000.00
1.6	Masonry Material	1	LS	\$ 20,000.00	\$ 20,000.00	1.0		\$20,000.00
1.7	Masonry Labor	1	LS	\$ 19,100.00	\$ 19,100.00	1.0		\$19,100.00
1.8	Misc. Steel Material	1	LS	\$ 4,500.00	\$ 4,500.00	1.0		\$4,500.00
1.9	Rough Carpentry Material	1	LS	\$ 11,000.00	\$ 11,000.00	1.0		\$11,000.00
1.10	Rough Carpentry Labor	1	LS	\$ 6,843.00	\$ 6,843.00	1.0		\$6,843.00
1.11	Metal Roof Panels Material	1	LS	\$ 20,000.00	\$ 20,000.00	1.0		\$20,000.00
1.12	Metal Roof Panels Labor	1	LS	\$ 10,440.00	\$ 10,440.00	0.9042145		\$9,440.00
1.13	Metal Soffit Panels Material	1	LS	\$ 2,500.00	\$ 2,500.00	1.0		\$2,500.00
1.14	Metal Soffit Panels Labor	1	LS	\$ 2,000.00	\$ 2,000.00	1.0		\$2,000.00
1.15	Joint Sealants Material	1	LS	\$ 1,000.00	\$ 1,000.00	0.5		\$500.00
1.16	Joint Sealants Labor	1	LS	\$ 500.00	\$ 500.00	0.5		\$250.00
1.17	HM Doors and Frames Material	1	LS	\$ 6,500.00	\$ 6,500.00	1.0		\$6,500.00
1.18	HM Doors and Frames Labor	1	LS	\$ 1,000.00	\$ 1,000.00	1.0		\$1,000.00
1.19	Door Hardware Material	1	LS	\$ 3,000.00	\$ 3,000.00	1.0		\$3,000.00
1.20	Door Hardware Labor	1	LS	\$ 990.00	\$ 990.00	1.0		\$990.00
1.21	Painting & Coatings Material	1	LS	\$ 1,000.00	\$ 1,000.00	1.0		\$1,000.00
1.22	Painting & Coatings Labor	1	LS	\$ 500.00	\$ 500.00	0.5		\$250.00
1.23	Grandstand Material	1	LS	\$ 55,000.00	\$ 55,000.00	0.8181818		\$45,000.00
1.24	Grandstand Labor	1	LS	\$ 40,000.00	\$ 40,000.00	0.25		\$10,000.00
1.25	Sports Field Amenities Material	1	LS	\$ 8,600.00	\$ 8,600.00	1.0		\$8,600.00
1.26	Sports Field Amenities Labor	1	LS	\$ 3,000.00	\$ 3,000.00	0.5		\$1,500.00
1.27	HVAC Material	1	LS	\$ 4,000.00	\$ 4,000.00	1.0		\$4,000.00
1.28	HVAC Labor	1	LS	\$ 1,900.00	\$ 1,900.00	0.8947368		\$1,700.00
1.29	Electrical Material	1	LS	\$ 20,000.00	\$ 20,000.00	1.0		\$20,000.00
1.30	Electrical Labor	1	LS	\$ 24,043.00	\$ 24,043.00	0.8526380		\$20,500.00
1.31	Exterior Athletic Lighting Material	1	LS	\$ 152,491.00	\$ 152,491.00	1.0		\$152,491.00
1.32	Exterior Athletic Lighting Labor	1	LS	\$ 100,000.00	\$ 100,000.00	1.0		\$100,000.00
1.33	Earthwork Material	1	LS	\$ 20,000.00	\$ 20,000.00	1.0		\$20,000.00
1.34	Earthwork Labor	1	LS	\$ 25,000.00	\$ 25,000.00	0.92		\$23,000.00
1.35	Erosion Control Material	1	LS	\$ 1,130.00	\$ 1,130.00	1.0		\$1,130.00
1.36	Erosion Control Labor	1	LS	\$ 1,130.00	\$ 1,130.00	1.0		\$1,130.00
1.37	Chain Link Fencing Material	1	LS	\$ 75,000.00	\$ 75,000.00	0.8666667		\$65,000.00
1.38	Chain Link Fencing Labor	1	LS	\$ 55,900.00	\$ 55,900.00	0.8211091		\$45,900.00
1.39	Seeding and Sodding Material	1	LS	\$ 4,224.00	\$ 4,224.00	0.0		\$0.00
1.40	Seeding and Sodding Labor	1	LS	\$ 3,224.00	\$ 3,224.00	0.0		\$0.00
1.41	Bulpen Material	1	LS	\$ 15,100.00	\$ 15,100.00	1.0		\$15,100.00
1.42	Bulpen Labor	1	LS	\$ 10,000.00	\$ 10,000.00	1.0		\$10,000.00
1.43	Warning Track Material	1	LS	\$ 34,000.00	\$ 34,000.00	1.0		\$34,000.00
1.44	Warning Track Labor	1	LS	\$ 21,525.00	\$ 21,525.00	1.0		\$21,525.00
1.45	Site Surveying	1	LS	\$ 7,760.00	\$ 7,760.00	0.9355670		\$7,260.00
ORIGINAL CONTRACT:					\$1,029,700.00			\$925,609.00
CHANGE ORDER SUMMARY:								
	CHANGE ORDER NO. 1	1	LS	\$ 9,000.00	\$ 9,000.00	0.7777777		\$7,000.00
	CHANGE ORDER NO. 2	1	LS	\$ 3,710.00	\$ 3,710.00	1.0		\$3,710.00
	CHANGE ORDER NO. 3	1	LS	\$ 164.50	\$ 164.50	1.0		\$164.50
	CHANGE ORDER NO. 4	1	LS	\$ 8,028.00	\$ 8,028.00	1.0		\$8,028.00
	CHANGE ORDER NO. 6	1	LS	\$ 1,379.00	\$ 1,379.00	1.0		\$1,379.00
	CHANGE ORDER NO. 7	1	LS	\$ 2,169.00	\$ 2,169.00	0.0		\$0.00
	CHANGE ORDER NO. 8	1	LS	\$ 318.00	\$ 318.00	0.0		\$0.00
	CHANGE ORDER NO. 9	1	LS	\$ 2,494.00	\$ 2,494.00	0.8420208		\$2,100.00
	CHANGE ORDER NO. 11	1	LS	\$ 2,122.00	\$ 2,122.00	1.0		\$2,122.00
	CHANGE ORDER NO. 13	1	LS	\$ 3,713.00	\$ 3,713.00	1.0		\$3,713.00
	CHANGE ORDER NO. 18	1	LS	\$ 1,578.00	\$ 1,578.00	0.0		\$0.00
TOTAL CHANGE ORDERS:					\$34,675.50			\$28,216.50
TOTAL CONTRACT & CHANGE ORDERS					\$1,064,375.50			\$953,825.50

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

## TO OWNER:

Nevada Community Schools  
1035 15th Street  
Nevada, Iowa 50201

## PROJECT:

Nevada Cubs Baseball Facility  
1545 Fawcett Parkway  
Nevada, Iowa 50201

## FROM CONTRACTOR:

Koester Construction Company, Inc.  
3050 SE Enterprise Drive, Suite A  
Grimes, IA 50111

## VIA ARCHITECT:

Snyder & Associates  
2727 S.W. Snyder Blvd.  
Ankeny, Iowa 50023

## CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,029,700.00  
2. Net change by Change Orders \$ 33,097.50  
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,062,797.50  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 953,825.50  
5. RETAINAGE:

a. 5 % of Completed Work \$ 47,691.28  
(Column D + E on G703)

b. 5 % of Stored Material \$

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 47,691.28  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 873,124.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 156,663.28  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY

ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	
Total approved this Month	\$0.00
TOTALS	\$0.00
NET CHANGES by Change Order	\$0.00

Total changes approved in previous months by Owner	
Total approved this Month	\$0.00
TOTALS	\$0.00
NET CHANGES by Change Order	\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

## APPLICATION NO:

7

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

## PERIOD TO:

12/31/2018

## CONTRACT NO:

## PROJECT NOS:

## CONTRACT DATE:

April 30th, 2018

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

## CONTRACTOR:

Koester Construction Company, Inc.

## By:

*[Signature]*

Date: 2/12/2019

State of:

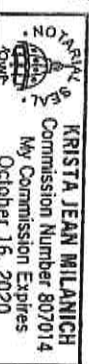
IOWA

Subscribed and sworn to before me this

Notary Public: *[Signature]*

My Commission expires:

10/16/20



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

## ARCHITECT:

## By:

*[Signature]*

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7  
 APPLICATION DATE: 12/27/18  
 PERIOD TO: 12/31/18  
 ARCHITECT'S PROJECT NO: CSD

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
1	Bond	\$9,500.00	\$9,500.00			\$9,500.00	100.00%		\$475.00
2	General Insurance	\$6,900.00	\$6,900.00			\$6,900.00	100.00%		\$345.00
3	General Conditions	\$92,800.00	\$89,500.00			\$89,500.00	96.44%	\$3,300.00	\$4,475.00
4	CIP Concrete Material	\$72,000.00	\$60,000.00			\$60,000.00	83.33%	\$12,000.00	\$3,000.00
5	CIP Concrete Labor	\$54,600.00	\$43,000.00			\$43,000.00	78.75%	\$11,600.00	\$2,150.00
6	Masonry Material	\$20,000.00	\$20,000.00			\$20,000.00	100.00%		\$1,000.00
7	Masonry Labor	\$19,100.00	\$19,100.00			\$19,100.00	100.00%		\$955.00
8	Misc. Steel Material	\$4,500.00	\$4,500.00			\$4,500.00	100.00%		\$225.00
9	Rough Carpentry Material	\$11,000.00	\$11,000.00			\$11,000.00	100.00%		\$550.00
10	Rough Carpentry Labor	\$6,843.00	\$6,843.00			\$6,843.00	100.00%		\$342.15
11	Metal Roof Panels Material	\$20,000.00	\$20,000.00			\$20,000.00	100.00%		\$1,000.00
12	Metal Roof Panels Labor	\$10,440.00	\$6,440.00		\$3,000.00	\$9,440.00	90.42%	\$1,000.00	\$472.00
13	Metal Soffit Panels Material	\$2,500.00	\$2,500.00			\$2,500.00	100.00%		\$125.00
14	Metal Soffit Panels Labor	\$2,000.00	\$2,000.00			\$2,000.00	100.00%		\$100.00
15	Joint Sealants Material	\$1,000.00	\$500.00			\$500.00	50.00%	\$500.00	\$25.00
16	Joint Sealants Labor	\$500.00	\$250.00			\$250.00	50.00%	\$250.00	\$12.50
17	HM Doors and Frames Material	\$6,500.00	\$6,500.00			\$6,500.00	100.00%		\$325.00
18	HM Doors and Frames Labor	\$1,000.00	\$1,000.00			\$1,000.00	100.00%		\$50.00
19	Door Hardware Material	\$3,000.00	\$3,000.00			\$3,000.00	100.00%		\$150.00
20	Door Hardware Labor	\$990.00	\$742.50	\$247.50		\$990.00	100.00%		\$49.50
21	Painting & Coatings Material	\$1,000.00	\$1,000.00			\$1,000.00	100.00%		\$50.00
22	Painting & Coatings Labor	\$500.00	\$250.00			\$250.00	50.00%	\$250.00	\$12.50
23	Grandstand Material	\$55,000.00	\$40,000.00		\$5,000.00	\$45,000.00	81.82%	\$10,000.00	\$2,250.00
24	Grandstand Labor	\$40,000.00	\$10,000.00			\$10,000.00	25.00%	\$30,000.00	\$500.00
25	Sport Field Amenities Material	\$8,600.00	\$8,600.00			\$8,600.00	100.00%		\$430.00
26	Sport Field Amenities Labor	\$3,000.00	\$1,500.00			\$1,500.00	50.00%	\$1,500.00	\$75.00
27	HVAC Material	\$4,000.00	\$4,000.00			\$4,000.00	100.00%		\$200.00
28	HVAC Labor	\$1,900.00	\$1,700.00			\$1,700.00	89.47%	\$200.00	\$85.00
29	Electrical Material	\$20,000.00	\$20,000.00			\$20,000.00	100.00%		\$1,000.00
30	Electrical Labor	\$24,043.00	\$15,500.00		\$5,000.00	\$20,500.00	85.26%	\$3,543.00	\$1,025.00

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# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

P.70

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7  
 APPLICATION DATE: 12/27/18  
 PERIOD TO: 12/31/18  
 ARCHITECT'S PROJECT NO: CSD

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
31	Exterior Athletic Lighting Material	\$152,491.00	\$152,491.00			\$152,491.00	100.00%		\$7,624.55
32	Exterior Athletic Lighting Labor	\$100,000.00	\$100,000.00			\$100,000.00	100.00%		\$5,000.00
33	Earthwork Material	\$20,000.00	\$20,000.00			\$20,000.00	100.00%		\$1,000.00
34	Earthwork Labor	\$25,000.00	\$23,000.00			\$23,000.00	92.00%	\$2,000.00	\$1,150.00
35	Erosion Control Material	\$1,130.00	\$1,130.00			\$1,130.00	100.00%		\$56.50
36	Erosion Control Labor	\$1,130.00	\$1,130.00			\$1,130.00	100.00%		\$56.50
37	Chain Link Fencing Material	\$75,000.00	\$58,000.00	\$7,000.00		\$65,000.00	86.67%	\$10,000.00	\$3,250.00
38	Chain Link Fencing Labor	\$55,900.00	\$33,500.00	\$12,400.00		\$45,900.00	82.11%	\$10,000.00	\$2,295.00
39	Seeding and Sodding Material	\$4,224.00						\$4,224.00	
40	Seeding and Sodding Labor	\$3,224.00						\$3,224.00	
41	Bulpen Material	\$15,100.00	\$15,100.00			\$15,100.00	100.00%		\$755.00
42	Bulpen Labor	\$10,000.00	\$10,000.00			\$10,000.00	100.00%		\$500.00
43	Warning Track Material	\$34,000.00	\$34,000.00			\$34,000.00	100.00%		\$1,700.00
44	Warning Track Labor	\$21,525.00	\$21,525.00			\$21,525.00	100.00%		\$1,076.25
45	Site Surveying	\$7,760.00	\$7,260.00			\$7,260.00	93.56%	\$500.00	\$363.00
46	Change Order #1	\$9,000.00	\$7,000.00			\$7,000.00	77.78%	\$2,000.00	\$350.00
47	Change Order #2	\$3,710.00	\$3,710.00			\$3,710.00	100.00%		\$185.50
48	Change Order #3	\$164.50	\$164.50			\$164.50	100.00%		\$8.23
49	Change Order #4	\$8,028.00	\$8,028.00			\$8,028.00	100.00%		\$401.40
50	Change Order #6	\$1,379.00	\$1,379.00			\$1,379.00	100.00%		\$68.95
51	Change Order #7	\$2,169.00						\$2,169.00	
52	Change Order #8	\$318.00						\$318.00	
53	Change Order #9	\$2,494.00						\$394.00	
54	Change Order #11	\$2,122.00	\$2,122.00	\$2,100.00		\$2,100.00	84.20%		\$105.00
55	Change Order #13	\$3,713.00	\$3,713.00			\$3,713.00	100.00%		\$106.10
56	Change Order #18	\$1,578.00						\$1,578.00	\$185.65
GRAND TOTALS		\$1,064,375.50	\$919,078.00	\$34,747.50	\$0.00	\$953,825.50	89.61%	\$110,550.00	\$47,691.28

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 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

G703-1992

Applicant License Application ( )

Item # 7D  
Date: 2/25/19

Name of Applicant: <u>Tabloo LLC</u>		
Name of Business (DBA): <u>Lincoln Tap</u>		
Address of Premises: <u>835 6th Street Ste 3</u>		
City <u>Nevada</u>	County: <u>Story</u>	Zip: <u>50201</u>
Business	<u>(515) 450-9688</u>	
Mailing	<u>835 6th Street Ste 3</u>	
City <u>Nevada</u>	State <u>IA</u>	Zip: <u>50201</u>

Contact Person

Name	<u>Jason Crimmins</u>		
Phone:	<u>(515) 450-9688</u>	Email	<u>tabloolc@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 03/01/2019

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Jason Crimmins

First Name:	<u>Jason</u>	Last Name:	<u>Crimmins</u>		
City:	<u>Ames</u>	State:	<u>Iowa</u>	Zip:	<u>50010</u>
Position:	<u>Owner</u>				
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	<u>Yes</u>		

Insurance Company Information

Insurance Company:	<u>Specialty Risk of America</u>		
Policy Effective Date:	<u>03/01/2019</u>	Policy Expiration	<u>03/01/2020</u>
Bond Effective	Dram Cancel Date:		
Outdoor Service Effective	Outdoor Service Expiration		
Temp Transfer Effective Date	Temp Transfer Expiration Date:		

## BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the February 25, 2019 Council Agenda

Business Name Lincoln Tap Phone Number 1

Address \_\_\_\_\_

Manager's Name _____	Phone Number _____
----------------------	--------------------

Address \_\_\_\_\_

Owners Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends    approval    denial of a beer or liquor license to this business.

2-20-19

Date \_\_\_\_\_

QAR

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)

i. Ges letter.



# NEVADA PUBLIC SAFETY DEPARTMENT

1209 6<sup>th</sup> Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593

*Ricardo Martinez II*  
*Public Safety Director*  
*Chief of Police*



*Ray Reynolds*  
*Director of Fire & EM*

*Cathy Jager*  
*Chief's Assistant*

*Josh Cizmadia*  
*Police Sergeant*

*Chris Brandes*  
*Police Sergeant*

February 21, 2019

Lincoln Tap  
Mr. Jason Crimmins  
835 6<sup>th</sup> Street, Suite 3  
Nevada, Iowa 50201

Mr. Crimmins:

On 02/20/2019, I conducted a fire code inspection for your annual liquor license renewal. There were significant first year violations causing me serious concern over the operations of the Lincoln Tap establishment. The following violations were noted on the site inspection:

- 1) There was significant evidence and odor to indicate smoking cigarettes is taking place in the office and back room. This is a violation of Iowa Smoke Free Air Act and a definite fire hazard. All commercial occupancies open to the public are required to be non-smoking.
- 2) The back room into the hallway which serves as your second egress is completely filled with storage and is serving as a catch all for everything you are storing for the bar. This room must be clear of storage. There was some discussion in the past of using the old kitchen as a storage area. If that is the case, a fire rated door needs to be installed on the kitchen and the exit hallway corridor extended up to the ceiling deck.
- 3) A significant sized hole was located in your exit corridor sheet rock and an extension cord was ran through the hole. The extension cord is coiled up in the exit hallway on the floor. The construction of your exit corridor shall be maintained free of penetrations and holes. The use of extension cords is not permitted as a replacement for electrical outlets.
- 4) There is a cover plate missing from the electrical junction box above the pool table area. Three electrical wires are exposed and have no termination inside the junction box.
- 5) The addition of Christmas lighting in the ceiling is permitted but extension cords cannot be used as permanent wiring to supply power to the lights. Several extension cords are placed in the ceiling assemblies to provide power to the lights. The lights can be connected as recommended by the manufacturer but they must be plugged directly into an outlet.
- 6) The emergency light in the back exit corridor is broken and hanging from wires.
- 7) The furnace room door needs repaired to close and latch. This door is adjacent to the exit corridor and needs to remain closed at all times.

I can provide the exact code references from the International Fire Code (IFC) 2015 edition if you need. The items listed above need corrected immediately. Fire code violations are considered a serious misdemeanor criminal violation in Iowa if not corrected. Failure to correct violations in a timely manner will likely affect your continued approval of the liquor license. Correct all violations by March 8, 2019 (15 days).

Enforcement of the fire code violations is separate enforcement from any action the Nevada City Council may or may not take against your license for non-compliance.

If you have questions, I can be reached at (515) 382-4593 or [rreynolds@cityofnevadaiaowa.org](mailto:rreynolds@cityofnevadaiaowa.org).

Respectfully,

A handwritten signature in black ink, appearing to read "Ray Reynolds", with a stylized flourish at the end.

Ray Reynolds  
Director of Fire & EMS

CC: Inspection file

## COUNCIL ACTION FORM

### **AGENDA ITEM: Approval of City Hall campus park named Lincoln-Jefferson Highway Heritage Park.**

#### **HISTORY:**

The green space in front of city hall (1209 6<sup>th</sup> Street) was originally going to be named Clock Tower Center based on the idea a clock would be placed over the entryway space. Funding limitations prevented the full completion of the greenspace to include a clock. The area was presented to council as City Hall Campus.

However, both the Lincoln Highway and the Jefferson Highway traverse through Nevada, Iowa. Both of these highways are considered transcontinental highways because they transect the United States from border to border. Various groups make annual pilgrimages along these highways stopping in communities who showcase the history of both the Lincoln and Jefferson Highway. The committee wants Nevada to be a destination stop for these groups. The community betterment committee is aware a military convoy of antique military vehicles will be passing through our community in the summer of 2019 to commemorate the 100<sup>th</sup> year since the U.S. Army Transcontinental Motor Convoy of 1919 traveled coast to coast on the Lincoln Highway. It would be good to plan Lincoln Highway Days around this event.

Nevada is one of three communities sharing two transcontinental highways in Iowa. We think there is special significance to having both the Jefferson Highway and the Lincoln Highway cutting through our community. The community betterment committee felt since the city purchased the land during city hall construction there would be no naming conflict. The space is directly adjacent in close proximity to both highways. Park and Recreation Director Tim Hansen indicates the space has never been an official park for the community and he is not opposed to this naming action. The State of Iowa has declared both highways a part of the Heritage By-ways. This action form preserves local and national historical significance of both highways while showcasing Nevada as a crossroads destination in the heart of America.

The community betterment committee suggests the council consider the name: Lincoln-Jefferson Highway Heritage Park.

See the attached memo on the long term phases of showcasing our community.

#### **OPTIONS:**

1. Approve the recommendation to name the park at the City Hall campus to Lincoln-Jefferson Highway Heritage Park.
2. Reject the name change and ask the committee to consider other names.
3. Reject the idea and table the recommendation indefinitely.

**STAFF'S RECOMMENDED ACTION:**

The city has been actively involved with the community betterment committee. The synergy of ideas designed to promote the City of Nevada in a positive light are consistent with the goals of our community. Therefore, it is the recommendation of the City Administrator that Council approves Option #1.

## MEMORANDUM

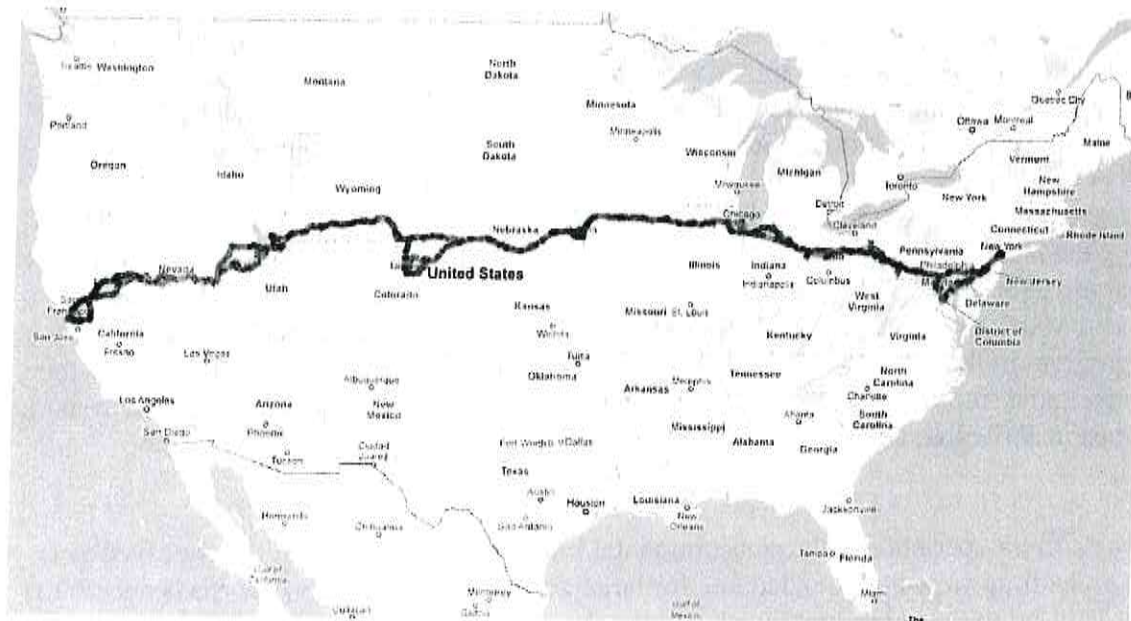
To: Mayor and Honorable City Council

From: Stephanie Badger, Nevada Nice Chair

Ref: Phases of Lincoln and Jefferson Highway Project

Date: 02-13-2019

**Intro:** The Lincoln Highway was one of the first transcontinental highways commissioned in 1913 allowing travel from New York to San Francisco. The highway called "US Highway 30" was originally a two lane highway spanning across the U.S.



From the Iowa DOT:

Following the large scale mobilization of World War I, the U.S. War Department believed highways would play an important national defense role in the future.<sup>1</sup> To test this idea, the War Department assembled the first Army transcontinental motor convoy in 1919, with Major Dwight D. Eisenhower as one of its officers. The convoy included 81 vehicles, 24 officers, and 258 enlisted men. Their trip encompassed 3,251 mile in more than a dozen states, and took 62 days to complete. The War Department teamed with the Lincoln Highway Association, who eagerly promoted the convoy as a way to publicize the Lincoln Highway and raise more funds for improvements.

The War Department designed the convoy as an exercise to test the ability of the military to move great distances over roads under wartime conditions.<sup>2</sup> Specifically, the scenario dictated that an Asiatic enemy had destroyed railroad lines, bridges, and tunnels.”<sup>3</sup> Because soldiers

would be travelling through a wartime environment, the convoy needed to be entirely self-sufficient as much as possible.<sup>4</sup> This proved to be difficult for several reasons, especially due to the publicity the convoy received. Each town the convoy neared held a celebration for the soldiers and there were many distractions.

The convoy found many rough roads. As a unit filled largely with raw recruits, discipline was poor and experience was very low.<sup>5</sup> Not only did the soldiers lack military experience, most also lacked driving skills. Though each claimed to have significant experience behind the wheel, Eisenhower wrote: Most colored the air with expression in starting and stopping that indicated a longer association with teams of horses than with the internal combustion engines. These inexperienced drivers worked with equipment that had never undertaken a journey of such length, and this brought about a multitude of maintenance issues to overcome as well.<sup>7</sup> Most importantly, the inexperienced convoy's unprecedented mission ran into roads that could barely support their trip, if they could support it at all. The convoy ran into troubles across the nation until finally reaching paved roads in California. On one day in Pennsylvania, the convoy destroyed 14 bridges.<sup>8</sup> Heading westward, the convoy experienced unpaved roads that were dusty when dry and muddy in the rain, and then additional problems of getting stuck in sand in Nevada.<sup>9</sup> As a result, Eisenhower stated in his final report, Extended trips by trucks through the middle western part of the United States are impracticable until roads are improved.

The convoy enjoyed unprecedented hospitality when it reached Iowa, with one eastern soldier remarking, the farther west we come the better we are treated. The people of Cedar Rapids threw a birthday party for the convoy's commanding officer. Tama prepared a meal to welcome the soldiers, and Marshalltown concluded that day with dinner at Riverview Park accompanied by a musical program in the evening. The convoy in Ames experienced miscommunication with the town's rally, and a stop in Boone reunited Eisenhower with his aunt and uncle. The convoy made further stops in Jefferson, Carroll, and Denison before crossing the Missouri River into Nebraska.

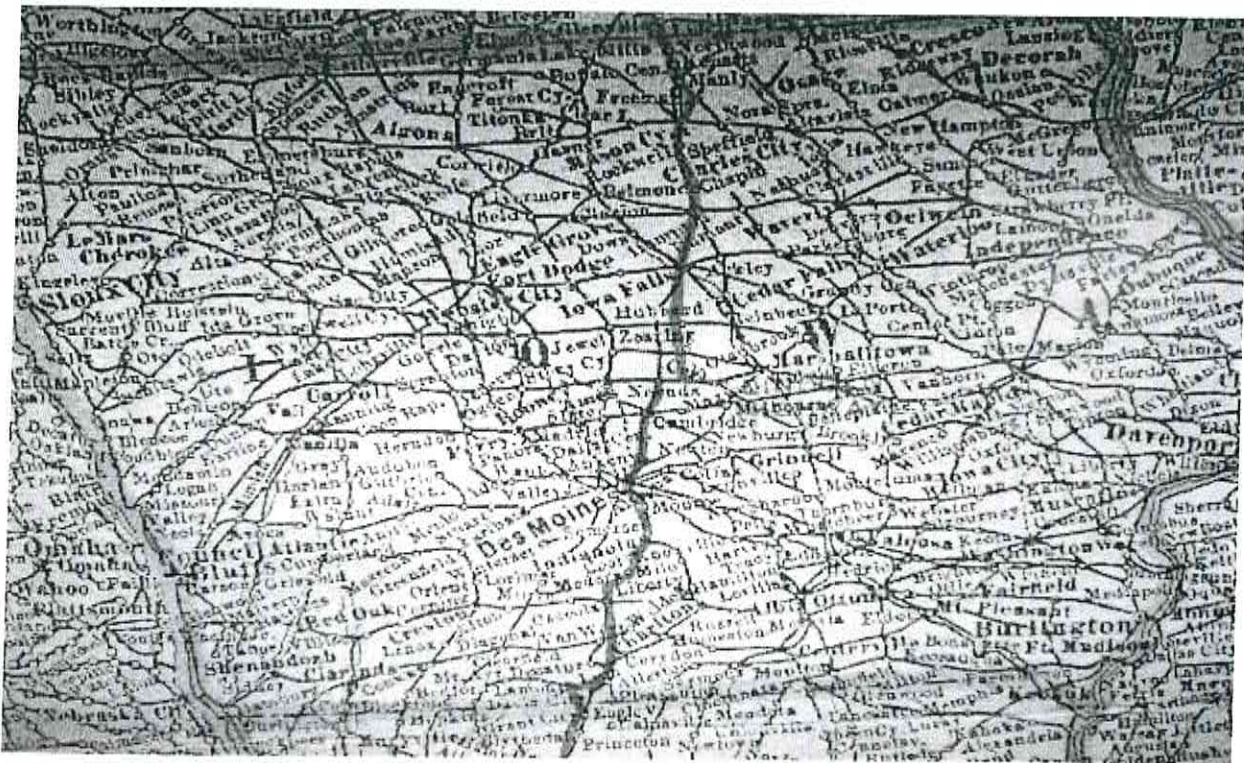
The convoy's first experience with transcontinental travel on the Lincoln Highway proved that the roads at the time were not yet adequate for large-scale travel. Primarily, the roads needed to be paved. This led to the subsequent push to pave the entire Lincoln Highway from coast to coast.

As president, Eisenhower went on to play a large role in the funding of Interstate Highway System. The 46,000-mile interstate system, which had been on Bureau of Public Roads drawing boards since the late 1930s, and approved, in theory, by Congress in the 1940s, had lacked the money to make it a reality. Eisenhower helped push that funding through Congress. Now, a road trip that once took Eisenhower and his companions two months can be completed in two or three days.

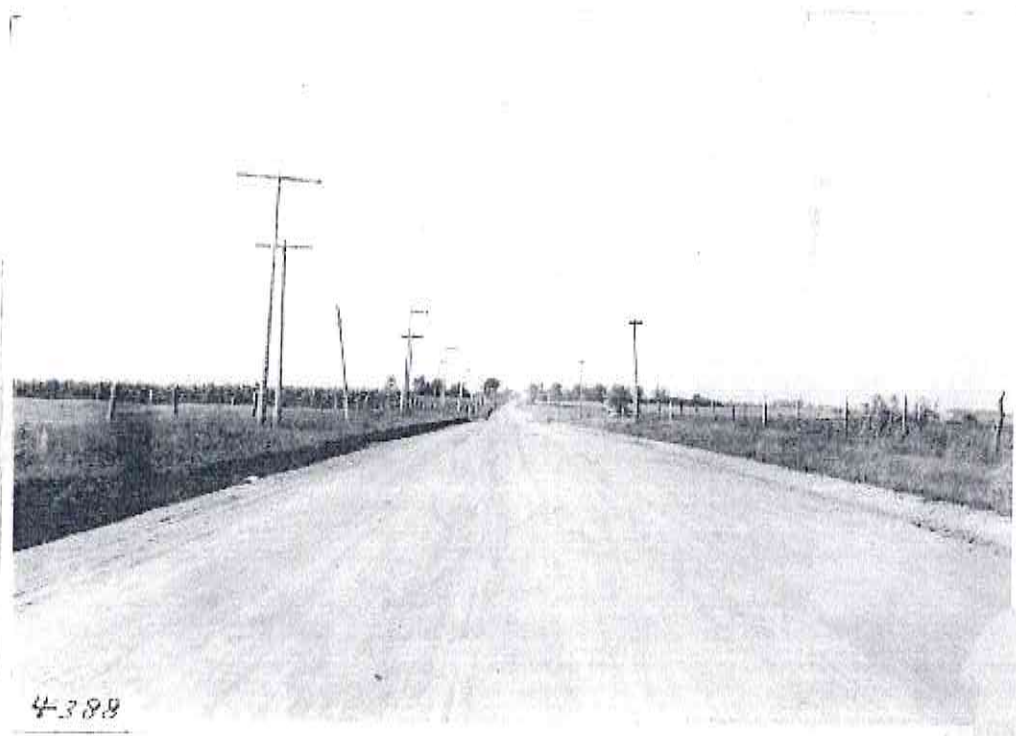
The Jefferson Highway was built in 1910 as part of the National Auto Trail system. It was officially named the "Palm to Pine" highway for the types of trees found on both ends-Louisiana to Winnipeg, Manitoba.



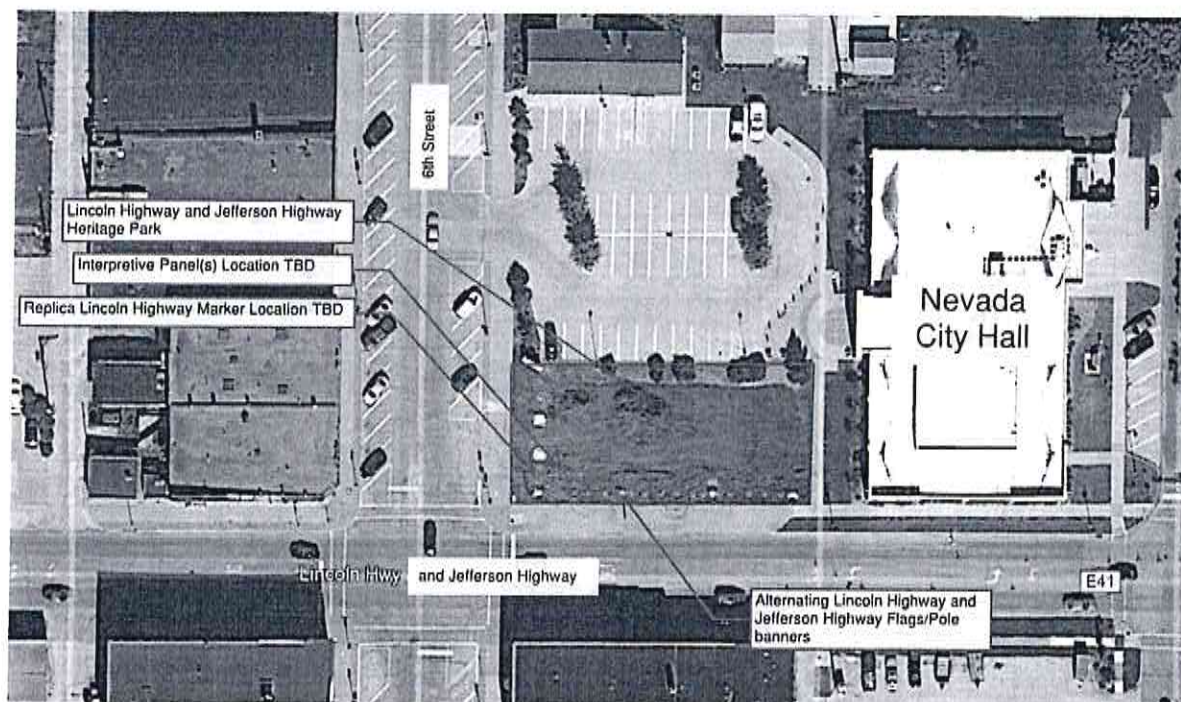
The route comes up Highway 65/69 and the original route traverses up 580<sup>th</sup> with an alternate route from Ankeny through Huxley. The route continues on shared roads of the Lincoln Highway over to Colo.



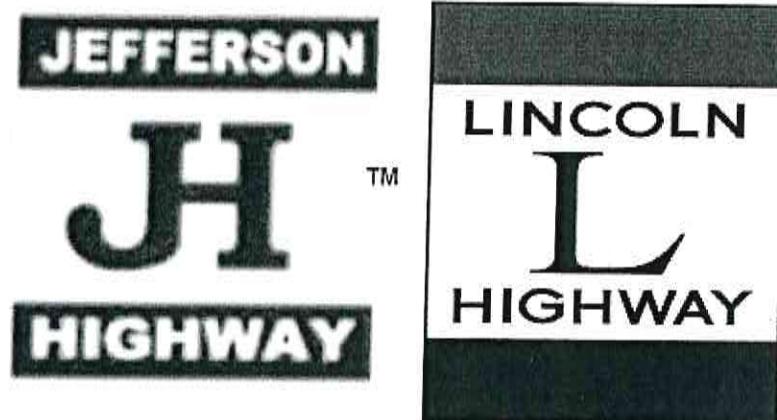
See Jefferson Highway in Leon. Iowa 1917.



**Phase 1:** Renaming of green space in front of city hall to Lincoln- Jefferson Highway Heritage Park.



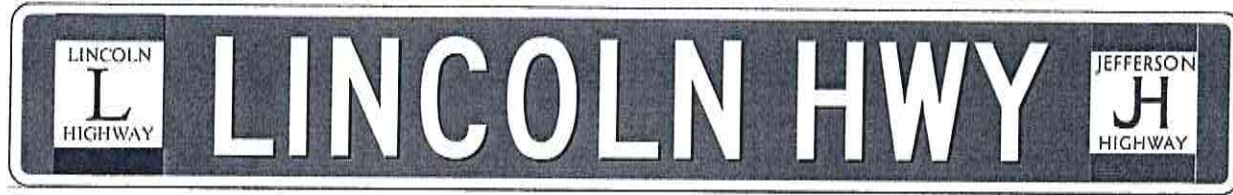
**Phase 2:** On April 19<sup>th</sup>, the Nevada Community School District will be holding their community day of service. It is our intent to have students help paint various poles along the highways to restore the signs marking the highway.



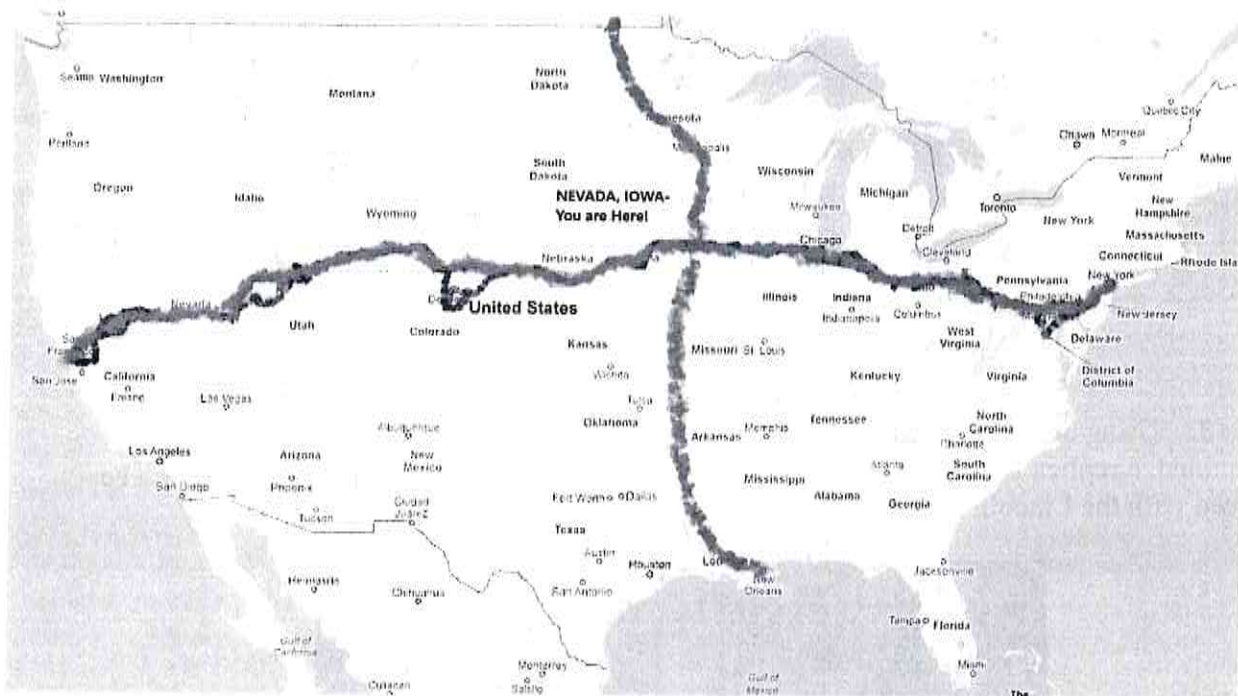
**Phase 3:** Using donations from various support groups and some city involvement to be determined, a replica Lincoln Highway Marker will be erected in the park. The banners will be replaced with the Lincoln Highway logo and the Jefferson Highway logo.



**Phase 4:** We would like to see the council entertain the idea of special street signs to enhance future way-marking signage in our community. Cross streets along the Lincoln and Jefferson Highways could look like the following:



**Phase 5:** (Future hopes) the committee discussed the possibility of having a drive through scene photo stop where people traveling the highways would stop and pull into a drive with a scene bill board and get their picture taken. The concept of a cobble stone pull in drive with some electric car charging stations and pamphlets about our community was discussed. Taking some abandoned properties along the Lincoln Highway would be ideal. We spoke to a gas station owner near one possible property and he expressed strong support. The billboard concept was something like this item listed below: (Keep in mind, this is our non-technical rendition so the real billboard would be more professional looking)



**Phase 6:** Two large city signs would be erected along the East and West borders of Nevada. The signs would have Lincoln Highway and Jefferson Highway logos incorporated into the sign. The signs would be massive but professionally designed. The concept below was designed by one of our committee members.

RESOLUTION NO.036 (2018/2019)

Resolution expressing intent to provide economic development support to the Verbio North America Corporation redevelopment project

WHEREAS, the City Council of the City of Nevada, Iowa by resolution previously established the Nevada Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of initiatives and projects therein; and

WHEREAS, Verbio North America Corporation has acquired the real property situated in the Urban Renewal Area that served as the former site of DuPont's cellulosic ethanol plant and will redevelop the Property, including the renovation of existing facilities and the construction of new facilities thereon, for use in the Company's renewable natural gas production business operations; and

WHEREAS, the Company has made application to the Iowa Economic Development Authority for assistance through the High Quality Jobs Program (the "IEDA HQJ Program") under Part 13 of Chapter 15 of the Code of Iowa, and such program requires a certain level of local government support for the applicant's project (the "Local Contribution Requirement"); and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Nevada, Iowa, as follows:

Section 1. The City hereby expresses its intent to support the Project in the future. The City will in good faith negotiate a development agreement (the "Development Agreement") with the Company with respect to the Project, such proposed Agreement to minimally include the following terms:

A) The Company will, at a minimum, agree to: (i) undertake the Project on the Property; (ii) invest approximately \$35,000,000 into the undertaking of the Project, including machinery and equipment and building improvements; (iii) comply with the minimum standards for job creation and wages of the IEDA HQJ Program; and (iv) maintain its business operations on the Property throughout the term of the Development Agreement.

B) In order to satisfy the Local Contribution Requirement and to provide additional support to the Project, the City will, at a minimum, agree to (i) fund an economic development grant (the "Grant") in the amount of \$200,000 to the Company; (ii) fund a series of annual appropriation incremental property tax payments (the "Payments") to the Company with incremental property tax revenues derived from the Property; and (iii) approve five years of 50% property tax abatement for the new facilities being constructed as part of the Project.

It is intended that the City will advance the proceeds of the Grant to the Company from City cash on hand within fifteen (15) days of due authorization and execution of the Agreement by both parties and that the City will collect incremental property tax revenues from the Property to reimburse itself for extending the Grant. No Payments will be made to the Company under the Agreement until such time that the City has collected sufficient incremental property tax revenues from the Property to reimburse itself for extending the Grant. Further, no Payments shall be made to the Company after June 1, 2025. The maximum amount of the Payments will be calculated at

such time that the 2019 assessed taxable valuation of the Property has been determined by the Story County Assessor.

Section 2. The City hereby agrees to use its best efforts to complete the statutory requirements of Chapter 403 of the Code of Iowa in order to amend its urban renewal plan and to authorize the Development Agreement. Both the City and the Company acknowledge that the City's commitment in this Section is merely a present statement of intent and that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced herein. The City will not be held liable in the event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

Section 3. Nothing in this Resolution shall prevent the parties from negotiating additional terms, not set forth herein, for inclusion in the Development Agreement.

Section 4. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Passed and approved this February 25, 2019.

\_\_\_\_\_  
Brett Barker, Mayor

Attest:

\_\_\_\_\_  
Kerin Wright, City Clerk

STATE OF IOWA  
COUNTY OF STORY  
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with adopting a resolution expressing intent to provide economic development support to the Verbio North America Corporation Project.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kerin Wright, City Clerk

February 20, 2019

**VIA E-MAIL**

Matt Mardesen  
City Administrator/City Hall  
Nevada, IA

Re: Resolution of Intent/Verbio North America Corporation  
Our File No. 420131

Dear Matt:

We have prepared the attached materials which will enable your City Council to act on the resolution expressing intent to provide economic development support to the Verbio North America Corporation project.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact John Danos or me if you have any questions.

Kind regards,

Amy M. Bjork

Attachments

cc: Kerin White

MINUTES TO ADOPT RESOLUTION  
EXPRESSING INTENT TO PROVIDE  
ECONOMIC DEVELOPMENT SUPPORT

420116

Nevada, Iowa

February 25, 2019

The City Council of the City of Nevada, Iowa, met on February 25, 2019, at 6:00 o'clock, p.m., at the Nevada City Council Chambers, in the City. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ moved the adoption of the following resolution entitled "Resolution expressing intent to provide economic development support to the Verbio North America Corporation redevelopment project," and the motion was seconded by Council Member \_\_\_\_\_. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION NO. 037 (2018/2019)**

**A RESOLUTION APPROVING THE ECONOMIC DEVELOPMENT FINANCIAL ASSISTANCE CONTRACT BY VERBIO NORTH AMERICA CORPORATION; THE CITY OF NEVADA; AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY – CONTRACT NUMBER: 19-HQJP-011 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE**

WHEREAS, the Verbio North America Corporation and the Iowa Economic Development Authority have reached an agreement on the proposed contract (Number 19-HQJP-011); and

WHEREAS, the City of Nevada is a participant in the contract and feels that participation in the contract is in the best interests of the City; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada, Iowa approves the Economic Development Financial Assistance Contract by Verbio North America Corporation; the City of Nevada, and the Iowa Economic Development Authority – Contract Number: 19-HQJP-011 and the City Administrator is hereby directed to execute the contract on behalf of the City.

Passed this 25<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Brett Barker, Mayor

Attest:

\_\_\_\_\_  
Kerin Wright, City Clerk

Motion by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 037 (2018/2019) be adopted.

Ayes:           —  
Nays:           —  
Absent:         —

The Mayor declared Resolution No. 037 (2018/2019) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 037 (2018/2019) at the regular Council Meeting of the City of Nevada, Iowa, held on the 25<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Kerin Wright, City Clerk

***ECONOMIC DEVELOPMENT***

***ASSISTANCE CONTRACT***

**BY**

**VERBIO NORTH AMERICA CORPORATION,**

**THE CITY OF NEVADA,**

**AND THE**

**IOWA ECONOMIC DEVELOPMENT AUTHORITY**

**CONTRACT NUMBER: 19-HQJP-011**

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ARTICLE 2:	DEFINITIONS
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ARTICLE 6:	REPRESENTATIONS AND WARRANTIES
ARTICLE 7:	COVENANTS OF THE RECIPIENT
ARTICLE 8:	COVENANTS OF THE COMMUNITY
ARTICLE 9:	EVENTS OF DEFAULT; NOTICE AND OPPORTUNITY TO CURE; AND REMEDIES AVAILABLE TO IEDA
ARTICLE 10:	MISCELLANEOUS

### **CONTRACT EXHIBITS**

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000026
Exhibit B-1	High Quality Jobs Program - Tax Credit Special Conditions Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

***Economic Development  
Assistance Contract***

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RECIPIENT:	VERBIO NORTH AMERICA CORPORATION
COMMUNITY:	CITY OF NEVADA
CONTRACT NUMBER:	19-HQJP-011
AWARD DATE:	NOVEMBER 16, 2018
AWARD AMT. – TAX INCENTIVES	\$1,780,000

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This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 200 East Grand Avenue, Des Moines, IA 50309, and VERBIO North America Corporation (Recipient), 625 Kenmoor Ave SE, Suite 301, Grand Rapids, MI 49546 and the City of Nevada (Community), 1209 6th Street, Nevada, IA 50201.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

## **ARTICLE 1: CONTRACT DURATION**

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

## **ARTICLE 2: DEFINITIONS**

The following terms apply to this Contract:

"*Affiliate*" means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

"*Award*" means any and all assistance provided by IEDA for the Project under this Contract.

"*Award Date*" means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

"*Award Funds*" means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

"*Base Employment Level*" means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient's payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

"*Benefits*" means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

"*Brownfield site*" means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

"*Contract Effective Date*" means the latest date on the signature page of this Contract.

"*Contract End Date*" means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

"*Created Job*" means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient's payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

"*Full-Time Equivalent job*," "*FTE*," or "*full-time*" means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, "employment of one person" means the employment of one natural person and does not include "job sharing" or any other means of aggregation or combination of hours worked by more than one natural person.

"*Grayfield site*" means a property meeting all of the following requirements:

- a. The property has been developed and has infrastructure in place, but the property's current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.
- b. The property's improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:
  - (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.
  - (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.
  - (3) The property is currently being used as a parking lot.

- (4) The improvements on the property no longer exist.
- c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

*"Job Obligations"* means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient's Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient's job creation or job retention obligations contained in Exhibit D. The Job Obligations in Exhibit D include Recipient's Base Employment Level and the number of new jobs required to be created above the Base Employment Level. If the Project is a Modernization Project, the Job Obligations will not include Created or Retained Jobs but the Recipient will be required to maintain the Base Employment Level.

*"Laborshed Wage"* means the Qualifying Wage Threshold applicable to Recipient's Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

*"Loan"* means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. "Loan" includes deferred loans, forgivable loans, and float loans. A "deferred loan" is one for which the payment for principal, interest, or both, is not required for some specified period. A "forgivable loan" is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A "float loan" means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

*"Maintenance Period"* means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

*"Maintenance Period Completion Date"* means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

*"Modernization Project"* means a Project in which no high quality jobs are created or retained but economic activity is furthered by the qualifying investment and will result in increased skills and wages for the current employees.

*"Person"* means as defined in Article 6.1(g) of this Contract.

*"Project"* means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

*"Project Completion Assistance"* means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

*"Project Completion Date"* means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

*"Project Completion Period"* means the period of time between the Award Date and the Project Completion Date.

*"Qualifying Jobs"* are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

*"Qualifying Wage Threshold"* means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

*"Recipient's Employment Base"* means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient's Employment Base.

*"Retained Job"* means an existing job that meets the Qualifying Wage Threshold Requirements and would be eliminated or moved to another state if the Project did not proceed in Iowa.

*"Sufficient Benefits"* means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 80 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 50 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph "1" or "2" above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

*"Tax Incentives"* means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

*"Total Project Cost"* means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

### **ARTICLE 3: AWARD TERMS**

**3.1 Total Award Amount.** The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

TAX INCENTIVES	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	<i>Tax Incentives</i>	
	Sales Tax Refund	\$ 30,000
	Investment Tax Credit	\$1,750,000
<b><i>TOTAL STATE TAX INCENTIVES:</i></b>		<b><i>\$1,780,000</i></b>

**3.2 Terms and Conditions of Award.** The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions

### **ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS**

**4.1 Reserved.**

**4.2 Tax Incentives—Conditions to Issuance of Tax Credit Number.**

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

**4.3 Documents required.**

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

**4.4 Suspension, Reduction or Delay of Award.** Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Suspected event of default.* If IEDA believes an event of default has occurred, IEDA has the discretion to temporarily suspend or delay disbursement or issuance of the Award Funds or Tax Incentives while the suspected event of default is being investigated or resolved, but only after written notice of the suspected event of default.

(b) *Unremedied event of default.* Upon the occurrence of an Event of Default (after applicable cure periods), as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(c) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates or closes any of its Iowa facilities, , or for Modernization Projects, reduces its Base Employment Level, IEDA has the discretion to reduce or eliminate some or all of the Award as provided herein. Factors IEDA considers when determining whether to exercise its discretion under this paragraph include, but are not limited to, the percentage of Recipient's workforce affected; the total number of employees involved; whether the action is seasonal, temporary, or permanent; whether employees are relocated to other Iowa facilities; the reasons causing the layoff, closure, or relocation; and the impact on the Project, Community, and State.

(d) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

**4.5 Closing Cost Fee.** Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

## **ARTICLE 5: RESERVED.**

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## **ARTICLE 6: REPRESENTATIONS AND WARRANTIES**

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**6.1 Representations of Recipient.** The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date other than those listed below:

- VERBIO Vereinigte BioEnergie AG
- VERBIO Finance GmbH
- VERBIO Renewables GmbH.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or

therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* Prior to commencing operations at the Project, the Recipient shall have received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(c) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

## **6.2 Representations of Community.**

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in Exhibit C - Description of the Project and Award Budget.

(c) *No Material Adverse Change.* Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application.* The statements and other information furnished to the IEDA by the Community in the Financial Assistance

Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing.* The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default.* No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws.* The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date.

## **ARTICLE 7: COVENANTS OF THE RECIPIENT**

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For the duration of this Contract, the Recipient covenants to IEDA as follows:

### **7.1 Project Performance Obligations.**

(a) *Use Award Funds only for Project.* The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award

Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C – Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements as outlined in [261] Chapter 68.2 for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

Award Date	Project Completion Period	COMPLIANCE MEASUREMENT POINT	Maintenance Period	COMPLIANCE MEASUREMENT POINT	Contract Closeout
		Project Completion Date		Maintenance Period Completion Date	
"Award Date" is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.	"Project Completion Period" is the period of time between the Award Date and the Project Completion Date.	"Project Completion Date" is the date defined in Exhibit D by which the Recipient must complete the Project.  At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.	"Maintenance Period" is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.	"Maintenance Period Completion Date" is the date defined in Exhibit D on which the Maintenance Period ends.  At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.	IEDA will conduct Contract Closeout procedures after all events described in Article I have been met.  "Contract End Date" is the date stated in IEDA's written Notice of Final Contract Closeout that is issued pursuant to Article I.

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

## **7.2 Taxes and Insurance.**

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

## **7.3 Preserve Project and Protect Security.**

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.

2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.

3. Remove from the Project site or the State all or any part of the Secured Property.

4. Create, incur or permit to exist any lien of any kind on the Secured Property.

#### 7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

#### 7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31st for the period ending June 30th
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

## **7.6 Compliance with Laws.**

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

**7.7 Inspection and Audit.** The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

(a) Conduct site visits and inspect the Project.

(b) Audit financial records related to the Project.

(c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.

(d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

## **7.8 Maintenance and Retention of Records.**

(a) **Maintain Accounting Records.** The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) **Access to Records.** Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) **Records Retention Period.** Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

#### **7.9 Required Notices from Recipient to IEDA.**

(a) **Notice of Major Changes.** Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) **Notice of Proceedings.** Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

**7.10 Indemnification.** The Recipient shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;

(b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;

(c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and

(d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

**7.11 Repayment of Unallowable Costs.** Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

**7.12 Ongoing Fees Based on Claims.** For the duration of this Contract and for as long as Recipient claims or applies for benefits against its Iowa tax liability under this Contract, Recipient shall remit to the Authority a compliance cost fee equal to one-half of 1 percent of the value of the Tax Incentives claimed pursuant to this Contract. The fee shall be due and payable upon filing the Recipient's annual tax return for each tax year in which the Recipient claims Tax Incentives under this Contract.

## **ARTICLE 8: COVENANTS OF THE COMMUNITY**

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For the duration of this Contract, the Community covenants to IEDA as follows:

**8.1 Local Match.** The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

**8.2 Notice to IEDA.** In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

## **ARTICLE 9: DEFAULTS AND REMEDIES**

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**9.1 Default by Recipient.** An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or

2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set forth in Article 7, for more than twenty (20) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates or closes any of its facilities within the state of Iowa. For Modernization Projects, a reduction in the Base Employment Level. Factors IEDA considers when determining whether to exercise its discretion under this paragraph include, but are not limited to, the percentage of Recipient's workforce affected; the total number of employees involved; whether the action is seasonal, temporary, or permanent; whether employees are relocated to other Iowa facilities; the reasons causing the layoff, closure, or relocation; and the impact on the Project, Community, and State.; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.
3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
4. Require repayment of all or a portion of Award Funds disbursed.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) Reserved.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

**9.2 Default by Community.** An unremedied Event of Default may result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.

2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

## **ARTICLE 10: MISCELLANEOUS.**

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### **10.1 Choice of Law and Forum; Governing Law.**

(a) In the event any action or proceeding of a quasi-judicial or judicial nature is commenced arising out of or relating to this Contract, such action or proceeding shall be brought in Des Moines, Iowa, in the Iowa District Court for Polk County, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

**10.2 Contract Amendments.** Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

**10.3 Notices.** Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

*To the Recipient at:*

VERBIO North America Corporation  
Greg Northrup  
625 Kenmoor Ave SE, Suite 301  
Grand Rapids, MI 49546

E-mail: greg.northrup@vnacorp.com  
Telephone: 616.204.0155

*To the IEDA at:*

Iowa Economic Development Authority  
Compliance  
200 East Grand Avenue  
Des Moines, Iowa 50309  
Attention: Business Development – Compliance

E-mail: Compliance@iowaeda.com  
Telephone: 515.348.6200  
Facsimile: 877.631.7575

*To the Community at:*

City of Nevada  
Matt Mardesen  
1209 6th Street  
Nevada, IA 50201

E-mail: mmardesen@cityofnevadaiaowa.org  
Telephone: 515.382.5466

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

**10.4 Headings.** Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

**10.5 Final Authority.** The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

**10.6 Waivers.** No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

**10.7 Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**10.8 Survival of Representations.** All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full

force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

**10.9 Severability of Provisions.** Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event any provision of this Contract is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as to be enforceable and it shall be enforced to that extent. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

**10.10 Successors and Assigns.** This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

**10.11 Nonassignment.** This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA. Any attempt by Recipient to assign this Contract other than as permitted herein shall be null and void.

**10.12 Termination.** This Contract can be terminated under any of the following circumstances:

(a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.

(b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.

(c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(c).

**10.13 Documents Incorporated by Reference.** The following documents are incorporated by reference and considered an integral part of this Contract:

1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # BF AA-000026
2. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
3. Exhibit C - Description of the Project and Award Budget
4. Exhibit D - Job Obligations

5. Exhibit E - Reserved

6. Exhibit F - Reserved

**10.14 Order of Priority.** In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Article 1 - 10 of this Contract.

2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # BF AA-000026

3. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions

4. Exhibit C - Description of the Project and Award Budget

5. Exhibit D - Job Obligations

6. Exhibit E - Reserved

7. Exhibit F - Reserved

**10.15 Integration.** This Contract contains the entire agreement between the Parties relating to the Project. Any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

- This space intentionally left blank, signature page follows -

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

**FOR IEDA:**

BY:

\_\_\_\_\_  
Deborah V. Durham, Director

\_\_\_\_\_  
Date

**FOR RECIPIENT:**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

**FOR THE COMMUNITY:**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

### **LIST OF EXHIBITS**

- Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # BF AA-000026
- Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions
- Exhibit C - Description of the Project and Award Budget
- Exhibit D - Job Obligations
- Exhibit E - Reserved
- Exhibit F - Reserved

**EXHIBIT B – 1**  
**High Quality Jobs Program – Tax Credit Component**

**Special Conditions to Contract # 19-HQJP-011**

The following additional terms shall apply to the Contract:

**SECTION 1: ADDITIONAL DEFINITIONS.**

---

The following additional terms are defined in this Contract as follows:

*"Capital Investment"* means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA's administrative rule 261 IAC 174.10.

*"Investment Qualifying for the Tax Credit"* means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

*"Qualifying Investment"* means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

*"Economically Distressed Area"* means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

**SECTION 2: TERMS AND CONDITIONS OF THE AWARD**

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**2.1 Award.** The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$1,780,000.

**2.2 Minimum Investment Requirements.** As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

(a)	Capital Investment.	\$ 35,000,000
(b)	Qualifying Investment.	\$ 35,000,000
(c)	Investment Qualifying for Tax Credits.	\$ 35,000,000

**2.3 Additional Tax Incentives.** The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
<i>Refund of Sales, Service, and Use Taxes.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 30,000
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Investment Tax Credit (5%)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 1,750,000
<i>Research Activities Credit.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0

**2.4 Conditions for Authorized Incentives.** The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
  - i. Inform the Iowa Department of Revenue (IDR) in writing within two weeks of project completion. For purposes of claiming this refund, "project completion" means the first date upon which the average annualized production of finished product for the preceding ninety-day period at the manufacturing facility operated by the Recipient is at least fifty percent of the initial design capacity of the facility.
  - ii. For all other projects, the date of completion of all improvements necessary for the start-up, location, expansion or modernization of a business.
  - iii. Make an application to IDR within one year after "project completion," as defined above.

(b) *Reserved.*

(c) *Reserved.*

(d) *Investment Tax Credit.*

1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the business under this program. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.

2. The tax credit shall be amortized equally over a five-year period as specified below:

July 1, 2018 – June 30, 2019	\$350,000
July 1, 2019 – June 30, 2020	\$350,000
July 1, 2020 – June 30, 2021	\$350,000
July 1, 2021 – June 30, 2022	\$350,000
July 1, 2022 – June 30, 2023	\$350,000

3. Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this benefit, "Qualifying Expenditures" means:

- i. The purchase price of real property and any buildings and structures located on the real property.
- ii. The cost of improvements made to real property which is used in operation of the business.
- iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) "e" and "j" purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP.

4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer's costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.

(e) *Reserved.*

(f) *Reserved.*

### SECTION 3: ADDITIONAL COVENANTS

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In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

**3.1 Job Obligations.** By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

**3.2 Wage Obligations.** The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

**3.3 Provide Sufficient Benefits.** The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

### SECTION 4: ADDITIONAL DEFAULT PROVISIONS

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In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

**4.1 Repayment of Tax Incentives Received - High Quality Jobs Program.** IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives

received. For Modernization Projects, Recipient shall maintain the Base Employment Level. Any job loss may result in a proportional reduction or repayment of incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.

(c) Qualifying Investment. If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.

(d) Less than Total Project Cost at Project Completion Date. If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost. If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) Selling, Disposing, or Razing of Property. If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.
5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B – 1 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET  
(EXHIBIT C)**

Name of Recipient: VERBIO North America Corporation

Name of Community: City of Nevada

Contract Number: 19-HQJP-011

**PROJECT DESCRIPTION**

VERBIO North America Corporation will construct and operate a renewable natural gas plant at the former site of the DuPont cellulosic ethanol facility in Nevada, Iowa

**AWARD BUDGET**

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs HQJP Tax Credit  Business	  \$35,000,000	  <sup>1</sup> See Below	*Land Acquisition *Site Preparation *Building Acquisition *Building Construction *Building Remodeling Lease Payments *Mfg Machinery and Equipment Other Machinery and Equipment Racking, Shelving, etc. *Computer Hardware Computer Software *Furniture and Fixtures Working Capital Research and Development Job Training  *included as capital investment if awarded tax credit program	   \$1,000,000   \$34,000,000
<b>Total</b>	<b>\$35,000,000</b>		<b>Total</b>	<b>\$35,000,000</b>

<sup>1</sup>\$1,780,000 estimated benefit value

**OTHER FUNDING**

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate			
Tax Abatement	TBD		YES
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

## EXHIBIT D – JOB OBLIGATIONS

**Recipient:** VERBIO North America Corporation  
**Community:** City of Nevada  
**Contract Number:** 19-HQJP-011

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	November 30, 2021			
Maintenance Period Completion Date:	November 30, 2023			
Total employment at project location		0	44	44
Average wage of total employment at project location		N/A		
Qualifying Laborshed Wage threshold requirement (per hr)		\$34.95 (120%)		
Number of jobs at or above qualifying wage		0	28	28
Average Wage of jobs at or above qualifying wage		N/A		

### Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

- ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

### Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,000 for single coverage or \$4,000 for family coverage.

**RESOLUTION NO. 038 (2018/2019)**

**RESOLUTION APPROVING THE SUBMISSION OF A U.S. ECONOMIC DEVELOPMENT  
ADMINISTRATION GRANT APPLICATION RELATED TO BURKE EXPANSION AND  
RESERVING SUFFICIENT FUNDS TO MATCH; AUTHORIZING THE CITY  
ADMINISTRATOR TO EXECUTE AND SUBMIT SAID APPLICATION**

WHEREAS, the City of Nevada ("City") is in the process of submitting a US Economic Development Administration ("US EDA") Grant Application; and

WHEREAS, the "City" is working with Burke Corporation Plant by Hormel Foods to increase their plant operation by adding a new facility of approximately 225,000 square feet adding two additional production lines, and;

WHEREAS, it has been determined that a new wastewater plant and trunk line improvements are necessary to accommodate the additional load generated by the development; and

WHEREAS, a US EDA grant will help complete the infrastructure necessary;

WHEREAS, the "City" is willing and able to commit to match US EDA grant funds with the "City's" own funds or with funds from other sources that are other qualifying matching funds.

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of Nevada, Iowa has endorsed the Burke Corporation Plant by Hormel Foods project and approves the submission of the US EDA application for the proposed wastewater treatment plant trunk line improvements, and the City Administrator is hereby authorized to execute this application; and is hereby directed to submit the application to the U.S. Economic Development Administration.

Passed this 25th day of February, 2019.

\_\_\_\_\_  
Brett Barker, Mayor

Attest:

\_\_\_\_\_  
Kerin Wright, City Clerk

## COUNCIL ACTION FORM

### AGENDA ITEM: Approve Purchase of Two International Plow Trucks and trading in two 2015 International Plow Trucks for the Street Department

#### HISTORY:

The Street Department purchased 6 new 2015 Plow Trucks with the intent of slowly replacing them after 5 years. FY2019/2020 is the first year to begin the rotation of the new trucks. It was determined to start with trading two of the 2015 Plow Trucks and then one every other year after that. This will leave the last 2015 Plow Truck at 13 years old when traded.

The Street Capital Equipment budget for FY2019/2020 was to trade in the 1996 International and one of the 2015 Internationals. After discussions with staff it was determined to keep the 1996 International and trade in two of the 2015 Internationals. The resale value on the 2015 International's will be better with the value of the 1996 would have been minimal. The 1996 International will be pushed back to FY2024/2025. Staff will be reevaluating the Capital Equipment schedule for future years to make up for the extra needed in FY2019/2020.

The DOT bid is through Source Well, an equipment bidding site, and the low bid was an International Plow Truck with the equipment to outfit the truck.

Cost of a 2020 International from O'Halloran International:

\$179,153.00 Purchase Price x 2 = \$358,306.00

\$ 75,000.00 Trade In x 2 = \$150,000.00

Total Cost for 2 Plow Trucks = \$208,306.00

#### OPTIONS:

1. Approve Purchase of Two International Plow Trucks from O'Halloran International at a cost of \$179,153.00/each with the trade of two 2015 International Plow Trucks at \$75,000/each for a total of \$104,153.00/each total of \$208,306.00
2. Reject bid and research other options.
3. Do nothing at this time.

#### STAFF RECOMMENDATION:

Staff recommends approval of the purchase of two International Plow Trucks. This will begin the process of getting the plow trucks on a rotating basis. Funding has been allocated in the FY2019-2020 Capital Budget for the Nevada Street Department, however, with the decision to keep the older 1996 truck there will be an additional \$75,000 needed.

Therefore, it is the recommendation of the City Administrator Council approves Option #1. Purchasing Two 2020 International Plow Trucks from O'Halloran International for a total of \$208,306.00 after trade in.



# **HV607 SBA**

Sales Proposal For:

**#1 CITY OF NEVADA - Plow with Mid-Mount  
Wing**

Presented By:

**O'HALLORAN INTERNATIONAL**

**Prepared For:**

#1 CITY OF NEVADA - Plow with Mid-Mount Wing  
 Mike Ackerman  
 P.o. Box 530  
 Nevada, IA 50201-  
 (515)382 - 4843

**Presented By:**

O'HALLORAN INTERNATIONAL  
 Bob Kayser  
 3311 ADVENTURELAND DRIVE  
 ALTOONA IA 50009 -  
 (515)967-3300

MIKE, THE FOLLOWING PRICING IS BASED OFF OF THE LAST IOWA DOT CONTRACT PRICE WHICH WAS BASED ON THE NATIONAL SOURCEWELL/NJPA CONTRACT THAT INTERNATIONAL HAS IN PLACE SO YOU ARE ALLOWED TO ADD-ON TO THIS CONTRACT WITHOUT PENALTY.

\$ 88,198.00 2020 International HV507 single axle with 300 HP L9 Cummins engine  
 \$ 90,955.00 Equipment from Hawkeye per Quotation 214427

\$ 179,153.00 TOTAL PRICE WITH EQUIPMENT  
 ( 75,000.00 ) Trade allowance for #11 2015 International Plow Truck

\$ 104,153.00 TRADE DIFFERENCE

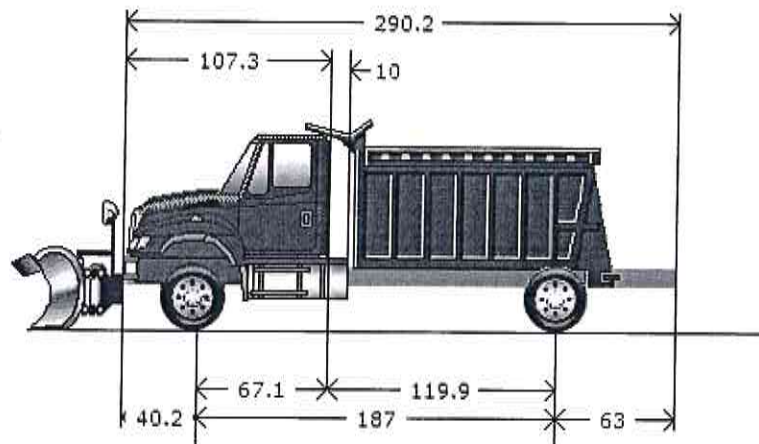
\$ 88,198.00 2020 International HV507 single axle with 300 HP L9 Cummins engine  
 \$ 90,955.00 Equipment from Hawkeye per Quotation 214427

\$ 179,153.00 TOTAL PRICE WITH EQUIPMENT  
 ( 75,000.00 ) Trade allowance for #12 2015 International Plow Truck

\$ 104,153.00 TRADE DIFFERENCE

Option: Stuchi quick change couplers for tailgate spreader ADD \$1,850.00 per truck.  
 INCLUDES A 60 MONTH 100,000 MILE ENGINE WARRANTY

NOTE: THE ABOVE TRADE ALLOWANCE ASSUMES NO DAMAGE OR RUST ON EITHER OF THE TRADES AND ONLY NORMAL TIRE WEAR PRIOR TO TRADE IN.



City of Nevada - 2019 B

Model Profile  
 2020 HV607 SBA (HV607)

**AXLE CONFIG:**

4X2

**MISSION:**

Requested GVWR: 33000. Calc. GVWR: 37000  
 Calc. Geared Speed: 73.5 MPH

**DIMENSION:**

Wheelbase: 187.00, CA: 119.90, Axle to Frame: 63.00

**ENGINE, DIESEL:** {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

**TRANSMISSION, AUTOMATIC:** {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

**CLUTCH:** Omit Item (Clutch & Control)

**AXLE, FRONT NON-DRIVING:** {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

**AXLE, REAR, SINGLE:** {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63

**CAB:** Conventional

**TIRE, FRONT:** (2) 12R22.5 Load Range H HSC1 (CONTINENTAL), 482 rev/mile, 75 MPH, All-Position

**TIRE, REAR:** (4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**SUSPENSION, REAR, SINGLE:** 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

**PAINT:** Cab schematic 100WL  
Location 1: 2303, Red (Std)  
Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 187.00 Wheelbase, 119.90 CA, and 63.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXW	BRAKE CHAMBERS, REAR AXLE {Bendix EnduraSure Pro} 30/30 Spring Brake
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power

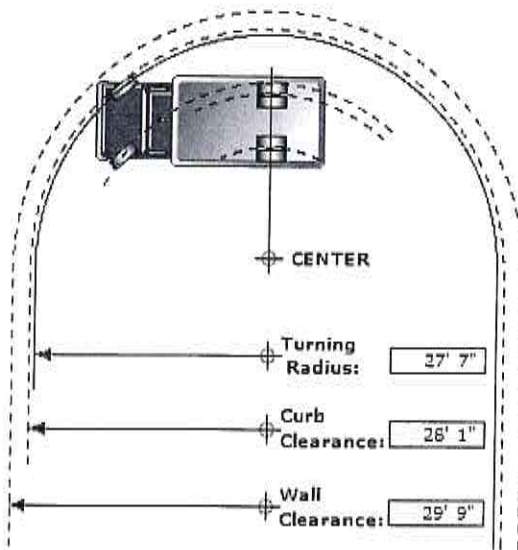
<u>Code</u>	<u>Description</u>
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMP	RADIO AM/FM/WB/Clock/3.5MM Auxiliary Input
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

<u>Code</u>	<u>Description</u>
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Output (APO) & USB Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank

<u>Code</u>	<u>Description</u>
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
	: RADIATOR HOSES Premium, Rubber
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision Furnished for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and Right Side of Transmission
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16BAM	AIR CONDITIONER with Integral Heater & Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

<u>Code</u>	<u>Description</u>
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SJW	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Heated, Left and Right Sides 7.44" Sq
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNS	MIRRORS (2) Aero; Pedestal, Power Adjust, Heated Heads, Black Heads and Arms, 6.3" x 13.82" Flat Glass, 6.38" x 6.18" Convex Glass Both Sides
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel
16XWJ	WINDSHIELD WIPER BLADES Snow Type
16XXC	COWL TRAY LID
16ZBB	ACCESS, CAB {Bustin} Driver & Passenger Sides, Two Aluminum, Self-Cleaning Steps (Bustin) Per Door, For Use with Regular & Extended Cabs
27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

<u>Code</u>	<u>Description</u>
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7382155419	(2) TIRE, FRONT 12R22.5 Load Range H HSC1 (CONTINENTAL), 482 rev/mile, 75 MPH, All-Position
	Cab schematic 100WL
	Location 1: 2303, Red (Std)
	Chassis schematic N/A
<b>Services Section:</b>	
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40LUY	SRV CONTRACT, EXT MAJOR COMP {Navistar Prepackaged Components} To 60-Month/100,000 Miles (160,000 km), Includes Front Axle, Rear Axle, Propshaft, and Transfer Case
40SZD	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment
A08-T1	Install a momentary switch in the 6-Pack for use with vibrator
Allison Warranty	Allison 5 Year warranty coverage
Warranties	Warranty: Pricing includes Factory Ordered engine, transmission, front axle and rear axle warranty for 5 years. The engine warranty includes the electronics, injectors, turbos and water pump.



Series: HV  
Model: HV607  
Description: HV607 SBA  
Model Year: 2020

**Calculation Factors**

Wheelbase: 187  
Front Axle: 0002ARV  
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity  
Front Wheel: 0027DDT  
Description: WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs  
Front Tire: 07382155419  
Description: TIRES, 12R22.5 Load Range H HSC1 (CONTINENTAL), 482 rev/mile, 75 MPH, All-Position  
Steering Gear: 0005PSA  
Description: STEERING GEAR, {Sheppard M100} Power

**Turning Radius Statistics****General Information**

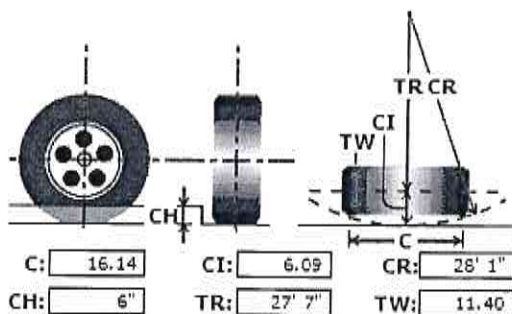
Inside Turn Angle: 45 Degrees  
Radial Overhang: 26

**Axle Information**

KingPin Inclination: 6.25 Degrees  
KingPin Center: 71.5

**Turning Radius - Curb View**

C - Curb Contact Length: 16.14  
CI - Curb Clearance Increment: 6.09  
CR - Curb Clearance Radius: 28'1"  
CH - Curb Height: 6"  
TR - Turning Radius: 27'7"  
TW - Tire Width: 11.40



\* All Measurements are in inches, unless otherwise specified.



## PURCHASE ORDER FOR NEW OR USED COMMERCIAL VEHICLES

Seller: O'Halloran International, Inc. P.O. Box 1804 Des Moines, Iowa 50306

### Vehicles To Be Titled As Follows:

Date: 02/14/19

Purchaser's Name: CITY OF NEVADA  
 Purchaser's Phone #: 515-231-4684 / Mike Ackerman  
 Purchaser's Address: P O BOX 530  
 City: NEVADA  
 State: IOWA ZIP 50201  
 County: STORY

### Base Pricing & Delivery Information Including Applicable Federal Excise Tax:

Purchaser's P.O. #  

Qty	Year	New Used	Make	Model	VIN Serial # or Proposal #	Body Type	Stock #	Price Each
2	2020	NEW	INTL	HV607	PER PROPOSAL 16735 DATED 02/14/19	DUMP/PLOW	ORDER	\$ 179,153.00
								\$ -
								\$ -
								\$ -

Delivery location for this purchase: \_\_\_\_\_

Please Provide Complete Address

Delivery on or about: December 15, 2019

Other Equipment Included: \_\_\_\_\_

Payment Terms: PAYMENT WILL BE DUE ON DELIVERY OF EACH NEW TRUCK TO THE CITY OF NEVADA.

### Trade Units

Fleet Number	11	12				
Vehicle Make	INTL	INTL				
Year & Model	2015 / 7300	2015 / 7300				
Serial Number	FL644241	FL644242				
Mileage	5,435	9,336				
Engine	DT 245	DT245				
Transmission	ALLISON 3500	ALLISON 3500				
Body Type	DUMP RDS 10'	DUMP RDS 10'				
Allowance	\$ 75,000.00	\$ 75,000.00				
Amount Owning	\$ -					
Owed To						
Net Allowance	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -

### PRICE SUMMARY

Processing Fees	\$ -
Purchase Price	\$179,153.00
Federal Excise Tax	\$ -
License/Title Fees	\$ -
Ton=Month	
**Price Per Unit	\$179,153.00
Number of Units	2
Total Price	\$358,306.00
Trade Allowance	\$150,000.00
Trade Difference	\$208,306.00
Sales Tax	0.00%
Net Cash Price	\$208,306.00
Down Payment	\$ -
Due On Delivery	\$208,306.00

**DISCLAIMER OF WARRANTY:** If there is a manufacturer's warranty on the vehicle(s) you are buying, the dealer is not a party to it and it is not a part of this contract. The manufacturer's warranty is between you and the manufacturer. As far as the dealer is concerned, you understand that the vehicle is sold "As Is" with all faults and that we make no warranty of merchantability and no warranty that the vehicle is fit for any particular purpose.

Accepted by O'Halloran

Date

*Bob Kayser*

02/14/2019

Order Taken By

Date

X

Buyer's Signature

01/14/2019

Date

X

Co-Buyer's Signature

Date

## COUNCIL ACTION FORM

### **AGENDA ITEM: Discussion and Appropriate Follow up on Request for Reimbursement of Water Meter Repair**

#### **HISTORY:**

On January 12, 2015, the Nevada City Council approved a Meter Replacement Program with Brown Supply Co/Maintenance Consultants of Central Iowa to purchase and install new radio-read Neptune Water Meters to all customers in Nevada. Water loss was an issue and the old meters were beginning to die because the battery life had failed. Over the course of the next year and a half the meters were installed.

The City has received the following three claims for reimbursement when their water meters froze. They are claiming the water meters were installed incorrectly. Their requests and documentation regarding the installation of their meters are enclosed.

On February 13, 2019, the City received a request from Cindy Cavender at 10 Maple Ave, Lot 325 in Country Club Estates. She is requesting the City reimburse her for the repairs to her water meter when it froze. She claims the new meter did not have the insulation and heat tapes installed correctly. Her request for reimbursement is \$231.39. Her water meter was installed by Maintenance Consultants on May 10, 2016.

On February 14, 2019, the City received a request from Brian Thomas, 10 Maple Ave, Lot 16, requesting reimbursement for cost of repairs to heat tape and insulation due to leaky water meter. He is also requesting any additional water usage be reduced because of the leak. (No additional usage was recorded). His request for reimbursement is \$921.92. His meter was installed by Maintenance Consultants on May 25, 2016.

On February 19, 2019, the City received a request from Sue Dunham, 10 Maple Ave, Lot 321, requesting reimbursement for work on a frozen water meter. She claims the new meter was improperly installed and was the fault of the city. She is requesting reimbursement of \$764.59. Her meter was installed by Maintenance Consultants on May 12, 2016.

The reimbursement requests were forwarded to Kevin Doud of Brown Supply Co. to inform him of their claims. He contacted the contractors and advised he feels they went above and beyond to install them and cover them with heat tape. As this is the third winter with these meters it seemed odd to him that if the meters had been installed incorrectly why they didn't fail until this year. He also expressed that warranties don't last forever and neither does heat tape. There is no way of knowing if there had been any work or adjustments to the meter after they were installed.

It has been over 2 years since these meters were installed, making this the third winter season since the work. As the City of Nevada did not install the meters the reimbursement claim is with the contractor who did, Brown Supply and Maintenance Consultants of Central Iowa.

**OPTIONS:**

1. Deny reimbursement requests from Cindy Cavender, Brian Thomas and Sue Dunham.
2. Any other action so deemed by the Council
3. Do nothing at this time.

**STAFF RECOMMENDATION:**

Because the meters were installed by Brown Supply/Maintenance Consultants of Central Iowa we feel it should go to the contractor for dispute. Therefore, it is the recommendation of the City Administrator Mardesen that Council approves Option #1, denying the reimbursement requests and providing the customers with the contractor's information.

FEB 13 2019

My name is Cindy Coverder. My husband Dean and I live @ 18 Maple Ave Lot 325 in Country Club Estates.

On the morning of January 30 I discovered we had no water flowing. I texted our "go to" guy Andy Kelly who was at our home by sunrise. He was able to thaw our pipes and fixed a problem with our meter within a couple of hours.

Andy explained that when the new meter was installed the meter insulation & heat tapes had not been properly attached thus allowing the extremely cold air to reach the meter and pipes.

A copy of the bill for his services is included with this statement. I'm asking the city council to consider contributing towards payment of this bill.

Thank you for your consideration.

Cindy Coverder

DATE 5-10-16 ACCT# 30152001

NAME # Melvin D. Cavender

ADDRESS 325 10' Maple PHONE \_\_\_\_\_

OLD METER

Ser. No 71083879

Ser. N



Reading 00694722

Reading

Size 5/8 x 3/4 Type Sens.

Size 1/2 x 3/4 Type N6P

Remote Rdg \_\_\_\_\_

Reg. ID \_\_\_\_\_

Remote Wire: Yes No

Mult. \_\_\_\_\_

Remote Location: Side ( N S E W ) Posi. 1540438448

MIU # \_\_\_\_\_

MXU #

1540438448

Service Size 3/4

ECI # \_\_\_\_\_

Lead \_\_\_\_\_ Copper ☒ Iron \_\_\_\_\_ Plastic \_\_\_\_\_ Ground Yes No

Comments: \_\_\_\_\_

✓ MCO info ent.

account info ent.

INSTALLER

Wendy Paul

SEAL WIRE

YES

NO

600444  
NEVADA HARDWARE  
123 LINCOLN HWY  
NEVADA, IA 50201

PHONE: (515) 382-2184

SOLD TO: CAVENDER CINDY  
10 MAPLE AVE  
LOT #325  
NEVADA IA 50201  
507-573-2838

CUSTOMER: 60044  
TERMS: DUE 25TH  
PURCHASE ORDER: PLUMBING  
REFERENCE: PO # PLUMBING

DATE / TIME: 2/4/19 1:22  
CLERK: BA  
TERMINAL: 551

INVOICE: 35789 /1

QUANTITY	UM	ITEM	DESCRIPTION	SUGG	PRICE	/PER	EXTENSION
1	EA	M08	THAW PIPE/SEAL UP	65.00	65.00	/EA	65.00
1	EA	M08	EQUIPMENT USE FEE(1AK)	20.00	20.00	/EA	20.00
			MISC PLUMBING(1AK)				
			*** HEAT TAPE WAS NOT				
			RE-FASTENED WHEN WATER				
			METER WAS CHANGED ***				
1.75	EA	LA	PLUMBING LABOR	75.00	75.00	/EA	131.25
							*
** AMOUNT CHARGED TO STORE ACCOUNT **				231.39	TAXABLE		
					NON-TAXABLE		
					SUB-TOTAL		
					TAX AMOUNT		
					TOTAL		

X Received By  
P. 142

**ITEM OF CONCERN/  
REQUEST FOR INFORMATION**

Name: Brian Thomas Date: 2-14-19

Address/Location of Concern: 10 Maple Ave Lot 16 Nevada

Phone Number 515-520-2675

What would you like to know more about? Do you have a concern? What specific information are you requesting? Please explain below:

Reimbursement for cost of repairs to heat pump  
and insulation due to leaky water meter.  
Plus cost of water rate due to leak?

Who would you like to follow-up with action?

- |  |   |
|--|---|
| <input type="checkbox"/> Mayor   | <input type="checkbox"/> Library Director                 |
| <input type="checkbox"/> City Council Member                                   | <input type="checkbox"/> Park and Recreation Director     |
| <input type="checkbox"/> City Attorney   | <input type="checkbox"/> Planning and Zoning Official     |
| <input type="checkbox"/> City Administrator                                    | <input type="checkbox"/> PSD/Police Chief                 |
| <input checked="" type="checkbox"/> City Clerk                                 | <input type="checkbox"/> Director of Fire and EMS         |
| <input type="checkbox"/> City Engineer   | <input checked="" type="checkbox"/> Utility Billing Clerk |
| <input type="checkbox"/> Public Works Director (Streets, Water and Wastewater) |   |

What follow-up action would you like to see done? Your call returned? Please explain below:

Reimbursement of Cost

Return to: City Clerk, 1209 6<sup>th</sup> Street, PO Box 530, Nevada IA 50201

\*\*\*\*\*

For Staff use only

Filed with Department Director or Custodian of Records

Date Received: \_\_\_\_\_ Date Due: \_\_\_\_\_

Date action was taken: \_\_\_\_\_ Cost for Copies: \_\_\_\_\_

What action was take: \_\_\_\_\_

By which Department: \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

W:\Office\Forms\Concern, Information Form.Doc

NX

DATE 5/25/2016 ACCT# 35447002

NAME \_\_\_\_\_

ADDRESS 10 maple Ave - # 110 PHONE \_\_\_\_\_

OLD METER

Ser. No 53499718

Reading 0328770

Size 5/8 x 3/4 Type Servus

Remote Rdg \_\_\_\_\_

Remote Wire: Yes No

Remote Location: Side ( N S E W ) Position ( L C R )

MIU # 1825278

Service Size 1/2

Lead \_\_\_\_\_

Copper ☒

Iron \_\_\_\_\_

Plastic \_\_\_\_\_

Ground Yes No

Comments: \_\_\_\_\_

MCO informant

account informant

(22)

5/8 x 3/4

68688382

Ser. No :



Reading

Size 5/8 x 3/4 Type Neptune

Reg. ID \_\_\_\_\_

Mult. \_\_\_\_\_

MXU # 1540375714

ECI # 1540375714

INSTALLER Nandy / Forrest

SEAL WIRE

YES

NO

# STATEMENT

PAGE: 1

NEVADA HARDWARE  
123 LINCOLN HWY.  
NEVADA, IA 50201  
(515) 382-2184

CLOSING DATE: 1/31/19  
DUE DATE : 2/25/19  
ACCT: 999327

CLOSING  
DATE : 1/31/19  
DUE DATE: 2/25/19

THOMAS BRIAN  
10 MAPLE AVE LOT 16  
NEVADA IA 50201

NEVADA HARDWARE

THOMAS BRIAN  
ACCOUNT : 999327

|||||

PLEASE DETACH AND RETURN  
REMITTANCE STUB WITH YOUR PAYMENT

DATE	REFERENCE	ST	C	DESCRIPTION	DEBIT	CREDIT	REFERENCE	AMOUNT
PAYMENTS MADE AETER JAN31 MAY NOT REFLECT ON THIS STATEMENT. - THANK YOU, NEVADA HARDWARE								
1/22/19	35426	1	I	PO # PLUMBING	264.83		35426	264.83
1/27/19	35563	1	I	PO # PLUMBING	657.09		35563	657.09
				NEW BALANCE	921.92			

CURRENT	Current	over 30	over 60	over 90
921.92	0.00	0.00	0.00	0.00

NEW BAL: 921.92

TERMS: DUE 25TH

CUT HERE

999327

A - Adjustment  
B - Balance Forward

Transaction Codes  
C - Credit  
F - Finance Charge

I - Invoice  
P - Payment

AMOUNT PAID

P. 145

Statement covers transactions on your account for the period ending on the date above. Charges, payments, and credits received after the above date will be shown on your next statement.

NEVADA HARDWARE  
123 LINCOLN HWY.  
NEVADA, IA 50201  
PHONE: (515) 382-2184

Chart No	Job No	Purchase Order	Reference	PO # PLUMBING	Terms	Clock	Date	Time
998327		PLUMBING			DUE 2578	BA	3/22/19	3:15

Sold To:  
TERRAS  
10 MAPLE AVE LOT 16  
NEVADA, IA 50201  
(515) 520-2675

DOC# 35426 /1  
\*\*DUPLICATE\*\*  
\* INVOICE \*

TAX : 001 IOWA STATE TAX

LN	QUANTITY	ORDERED	LN	SKU	DESCRIPTION	UOM	UNIT	PRICE/EA	EXTENSION
1	1		EA	M08	THIN HOSE			60.00 /EA	60.00
2	2.50		EA	LA	EQUIPMENT USE FIBER (1000)			75.00 /EA	187.50 *
3					PLUMBING LABOR				

\*\* AMOUNT CHARGED TO STORE ACCOUNT \*\*

264.83	TAXABLE	267.50
	NON-TAXABLE	6.00
	SUBTOTAL	267.50

TAX AMOUNT 17.33  
TOTAL AMOUNT 264.83

Received By

X

NEVADA HARDWARE  
123 LINCOLN HWY.  
NEVADA, IA 50201  
PHONE: (515) 382-2184

Chart No	Job No	Purchase Order	Reference	PO # PLUMBING	Terms	Clock	Date	Time
998327		PLUMBING			DUE 2578	BA	3/22/19	8:27

Sold To:  
TERRAS  
10 MAPLE AVE LOT 16  
NEVADA, IA 50201  
(515) 520-2675

Ship To:

DOC# 35563 /1  
\*\*DUPLICATE\*\*  
\* INVOICE \*

TAX : 001 IOWA STATE TAX

LN	QUANTITY	ORDERED	LN	SKU	DESCRIPTION	UOM	UNIT	PRICE/EA	EXTENSION
1	1		EA	M08	HEAVY TAPE HOSE			60.00 /EA	60.00
2	25		EA	33487	EQUIPMENT USE FIBER (1000)			3.99 /EA	99.75
3	1		EA	33488	PREPARE FIBER CABLE 1FT			19.99 /EA	19.99
4	1		EA	36990	THIN FIBER FIBER KIT			4.59 /EA	4.59
5	1		EA	36990	THIN FIBER FIBER KIT			4.59 /EA	4.59
6	1		EA	3767183	THIN FIBER FIBER KIT			6.59 /EA	6.59
7	2		EA	4028623	CABLE TIE 3/8" 1754 BLK			6.99 /EA	13.98
8	1		EA	4028623	PEX SWL ADAPTER/403/48PT			7.99 /EA	7.99
9	1		EA	4028623	PEX CLAMP 3/4" 100K			7.99 /EA	7.99
10	2		EA	4514246	METER COUPLING 3/4" 12			14.99 /EA	29.98
11	1		EA	45976	PIPE GROUND WARP ON 25K			4.99 /EA	4.99
12	1		EA	42866	PIPE INSUL FIBER GLS 35'			9.99 /EA	9.99
13	1		EA	M08	MISC PLUMBING			20.00 /EA	20.00
14	3.75		EA	LA	METER PLUMBING			65.00 /EA	243.75 *
					PLUMBING LABOR			75.00 /EA	281.25 *

\*\* AMOUNT CHARGED TO STORE ACCOUNT \*\*

657.09	TAXABLE	614.10
	NON-TAXABLE	0.00
	SUBTOTAL	614.10

TAX AMOUNT 42.99  
TOTAL AMOUNT 657.09

Received By

X

February 19, 2019

Dear Sir:

I'm sorry this is so informal but I just was notified of a death in my family. I'm going to bring this letter in.

Andy Kelly did some work on frozen pipes at my place. I'm sending a copy of the bill to you. He and I have both talked with my councilman, Jim Walker, and was told to give the bill to you. Andy said the new meter was improperly installed and was the fault of the city and should be paid by the city. If we need to show up at a council meeting, please inform me as to when.

Thank you for considering this.

Sincerely,


Sue Dunham

10 Maple Ave. #321


641-751-6203

DATE 5-12-14 ACCT# 36166001  
NAME 321  
ADDRESS 10 Maple PHONE \_\_\_\_\_

OLD METER  
Ser. No 38792661  
Reading 03457809  
Size 5/8 x 3/4 Type Sens  
Remote Rdg \_\_\_\_\_

5/8 x 3/4  
**68686862**  
Ser. N   
Reading \_\_\_\_\_  
Size 5/8 x 3/4 Type Nep  
Reg. ID \_\_\_\_\_

Remote Wire: Yes No Mult. \_\_\_\_\_

Remote Location: Side ( N S E W ) Position  **1540444692**

MIU # 11040353 MXU # 1540444692

Service Size 3/4 ECI # \_\_\_\_\_

Lead \_\_\_\_\_ Copper X Iron \_\_\_\_\_ Plastic \_\_\_\_\_ Ground Yes No

Comments: \_\_\_\_\_

mco info ent.

current info ent.

*Reasonable  
Paul  
changed  
out*

INSTALLER \_\_\_\_\_ SEAL WIRE YES NO

NEVADA HARDWARE  
123 LINCOLN HWY.  
NEVADA, IA 50201

PHONE: (515) 382-2184

PAGE NO: 1

*Copy*

SOLD TO:	DUNHAM SUE 10 MAPLE #321
NEVADA	IA 50201 841-485-5203

CUSTOMER: 50496  
TERMS: DUE 25TH  
PURCHASE ORDER: \*PLUMBING /10 MAPLE AVE #321  
REFERENCE: PO # \*PLUMBING /10 MAPLE AVE #

DATE / TIME: 2/13/19 10:45  
CLERK: SN  
TERMINAL: 551

# INVOICE: 36026 /1

QUANTITY	UM	ITEM	DESCRIPTION	SUGG	PRICE	/PER	EXTENSION
1	EA	M08	WORK COMPLETED: *THAW HOME/ *REPLAIR BURST	75.00	75.00	/EA	75.00
1	EA	4505483	EQUIP. USE (1AK)	9.99	9.99	/EA	9.99
1	EA	4514246	ELBOW 90DEG 3/4" FPT LF	14.99	14.99	/EA	14.99
1	EA	4705794	METER COUPLING 3/4" LF	4.59	4.59	/EA	4.59
1	EA	M08	FIBERGLASS PIPE WRAP 25'	10.00	10.00	/EA	10.00
4	EA	LA	MISC PLUMBING (1AK) PLUMBING LABOR/ MOBILE HOME *PLUMBERS NOTE*-- *FREEZE APPEARS TO BE CAUSED BY NO INSULATION, OR COVER, ON WATER MAIN TILE. *COVER THAT WAS IN PLACE HAD BEEN MOVED AND USED TO WRAP	150.00	150.00	/EA	600.00
* 600.00							
				CONTINUED...			

NEVADA HARDWARE  
123 LINCOLN HWY.  
NEVADA, IA 50201

PAGE NO: 2

PHONE: (515) 382-2184

SOLD TO:	DUNHAM SUE	TO:	10 MAPLE #321
	NEVADA	IA	50201
			541-485-4203

CUSTOMER: 50496  
TERMS: DUE 25TH  
PURCHASE ORDER: \*PLUMBING /10 MAPLE AVE #321  
REFERENCE: PO # \*PLUMBING /10 MAPLE AVE #

DATE / TIME: 2/13/19 10:45  
CLERK: SN  
TERMINAL: 551

# INVOICE: 36026 /1

QUANTITY	UM	ITEM	DESCRIPTION	SUGG	PRICE	/PER	EXTENSION
			METER.				
** AMOUNT CHARGED TO STORE ACCOUNT **				764.59			
TAXABLE							714.57
NON-TAXABLE							0.00
SUB-TOTAL							714.57
TAX AMOUNT							50.02
TOTAL							764.59

Received By \_\_\_\_\_









**City Administrator's Report  
as of February 19, 2019**

**Department Head Meeting:** Department Head meeting was held on Tuesday, February 19<sup>th</sup> at City Hall. Enclosed is a copy of the staff agenda in the council packet.

**CBD Steering Committee Meeting:** On February 12<sup>th</sup>, HR Green lead the Central Business District Steering Committee meeting to discuss the preliminary plans for the project. Project topics included the issues related to utility services into the buildings; street scaping ideas; parking issues, including handicap locations; and street lighting. Very productive discussion about how the plans are taking shape and will reconvene in a couple months. After the next meeting, I would like to plan for an updated presentation for all of the property owners and tenants, as well as those interested citizens.

**EDA Grant Phone Conference:** On February 13<sup>th</sup>, John Hall, Larry Stevens, Rich Hunsaker with the Region 12 COG, and I had a phone conference Alex with the Federal EDA. HR Green will be finishing up the plans for the main trunk line for the grant application. The plan is to submit the grant application by March 6, 2019.

**NEDC Land Committee Meeting:** On February 19<sup>th</sup>, the NEDC Land subcommittee again to discuss the future opportunities of land development in and around Nevada as a part of their strategic plan. There was some discussion about the City owned property west and north of Van Wall as well as some future plans for W A Ave.

**Nevada Chamber Board Meeting:** On February 19<sup>th</sup>, I attended the Nevada Chamber Board Meeting where there was a presentation on Main Street Iowa and the possibility of applying this year. Positive discussion about applying to become a Main Street Community as we plan ahead for the CBD Project and trying to assist those business owners as much as possible during that time.

**Upcoming Events when I am not in the office...**

February 27<sup>th</sup> through March 1<sup>st</sup> – Vacation  
March 20<sup>th</sup> to 22<sup>nd</sup> – IMMI Conference in Iowa City.

## STAFF MEETING AGENDA

Tuesday, February 19, 2019

9:00 A.M.

City Hall – Conference Room

A. Welcome/Handouts:

B. Council Meeting Agenda: All packet materials and agenda items are due by **noon on Wednesday**. If not received, the item will be postponed until the following meeting.

1. Staff Reports – **Include meeting minutes and permits with packet and reports**
  - a. 1<sup>st</sup> Meeting – Shanna, Ric and Kerin
  - b. 2<sup>nd</sup> Meeting – Shawn, Mike and Tim
2. Memo vs. Action Form –
  - a. Memo – Updates, Old Business, Resolutions
  - b. Action Form – Discussion, New Business, and Purchases
3. Council Meeting Attendance – If you have an item on the agenda, you are expected to attend the Council meeting, unless pre-excused

### Old Business

A. One Organization – How have you helped another department this last week? How can you help in the next few?

Note worthy – Anyone gone above and beyond to create a team working environment, or included someone or another department on a project, that is worthy of receiving a thank you note: *Jeremy thanked Park and Rec for helping plow snow and the PD for assisting ticketing and removing cars as it is much easier to plow snow when the cars are not on the street.*

B. Newsletter articles for April 2019 are due March 15<sup>th</sup>

- a. Park and Recreation – Tim and Rhonda-
- b. Library News–Shanna
- c. Chamber and Community Events – Donna
- d. Coffee with the Council – Dane
- e. Spring cleanup –
- f. Spring burning -

C. Teen Maze Volunteers on 4-3-19 – *Please share with Staff to see if they are interested in assisting on the Nevada day.*

### New Business

- A. State Speech Competition at the Nevada High School on March 9<sup>th</sup> – *Volunteers needed, please share with staff the email that was sent out about the event. Also remind them about the volunteerism part of the Wellness Program.*

### Updates

- A. Public Safety-Police – *Officer Springer had her baby on Monday; approximately 45% of parking tickets have been paid.*
  - a. Fire – *4 years ago today, saved a life in the Phil Page apartment fire; Nevada Nice presentation at middle school today.*
- B. Library – *new system is going live today and all seems good so far, due to great staff.*
- C. Park and Rec/Wellness – *out of the office*
- D. Public Works – *normal duties; clarifier froze over the weekend, will get fixed when warmer; replaced a pump*
- E. Streets Department – *been enjoying plowing snow.*
- F. Water Plant – *level sensors at both towers have been replaced after they froze up.*
- G. P&Z/Projects Update – *P&Z meeting in a couple weeks to discuss possible changes, recent resignation on P&Z Board.*
- H. City Clerk – *finishing up audit.*

Adjourn: Next Meeting: Monday, March 4, 2019 at 1:00 pm

## **Memo**

To: City Council

From: Shawn Cole, Zoning Supervisor

CC: Matt Mardesen, City Administrator

Date: 02/20/19

Re: General Information

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1. Staff is assisting with the planning for the 2020 downtown CIP.
2. Staff will be in training to maintain certifications.
3. Planning & Zoning Commission will be reviewing potential code changes affecting garages & street sideyard setbacks

If you have any questions please contact me at work, 382-5466, or at home 382-8703, prior to Monday night's meeting.



February - 2019

To: Mayor, Brett Barker  
Nevada City Council  
City Administrator, Matt Mardesen

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Staff will be attending Certified Pool & Spa Operator training February 26<sup>th</sup> & 27<sup>th</sup>.
- Working on spring and summer programming information.
- Planning work for the National Softball Tournament this summer.
- New storage shed has been put up at the cemetery. When the weather improves, we will get the electrical and concrete done.
- Staff has been kept busy with snow removal.
- Working on equipment bid package for grounds maintenance equipment for purchase in July. This will go to the Park Board in March and come to Council the last meeting in March.
- Reviewing applications/interviews for summer staff.
- I will be out of the office March 8<sup>th</sup> – 13<sup>th</sup>.
- Staff, City Council, and Safety meetings.

If you have any questions, please feel free to contact me at 382-4352 (Office), 291-0747 (Cell), or by email at [thansen@cityofnevadaiaowa.org](mailto:thansen@cityofnevadaiaowa.org).